Supplemental Declaration as restrictive covenants running with the Residential Units and binding upon each Owner and Purchaser from the Quartershare Declarant, the other undersigned Owners, and their respective heirs, successors and assigns, so long as this Supplemental Declaration shall remain in effect.

1.2. Common Plan of Quartershare Ownership. It is the intention of the Quartershare Declarant and the undersigned Owners to create, and the same do hereby create by this Supplemental Declaration, a common scheme and plan of Unit Quartershare ownership, operation, enjoyment, repair, maintenance, restoration, remodeling and improvement of the Quartershare interests whereunder four (4) equal undivided interests-in-common in each Unit are conveyed to the respective Quartershare Owner in fee simple as a tenant-in-common with all of the grantees of the Unit Quarters in such Unit, by reference to a percentage undivided interest in the Unit together with a stated time period of exclusive use of the Unit.

ARTICLE II

SUBMISSION OF PROPERTY

2.1. Designation of Units Submitted. The Quartershare Declarant and the undersigned Owners hereby submit to the provisions of this Supplemental Declaration the Units in Sugarloaf Mountain Center, A Condominium, listed on the attached Schedule A. The undersigned Owners other than the Quartershare Declarant are not a Declarant as defined in Section 1601-103(9) of the Time-share Act since they are not persons acting in concert as part of a common promotional plan to dispose of their interests in the Residential Units.

2.2. Additions. Owners of Units other than those listed in Schedule A hereto may subject their Units to this Supplemental Declaration by notifying the Association of their desire to do so. The President or Secretary shall then prepare an amendment to the Supplemental Declaration, revising Schedules A and C to include the new Unit or Units and readjusting Quartershare Common Element Interest and Common Expense Liability percentages. The amendment shall become effective when signed and acknowledged by the Unit Owner, and executed, certified and recorded as provided in subparagraph 16.2.5. The Association may charge the Unit Owner a fee to cover the cost of preparation and recording of the amendment.

2.3. Withdrawal of Units. Declarant reserves the right unilaterally to withdraw Units from this Supplemental Declaration by recording an instrument amending Schedules A and C hereof, which instrument need be signed only by Declarant, provided that either (i) no Unit Quarters have been conveyed with respect to the Units to be withdrawn or (ii) the Declarant owns all of the Unit Quarters

with respect to such Units. The Declarant's right to withdraw Units may be waived or terminated at any time as to individual Units or as to all Units, but shall terminate in any event five (5) years from the date of recording of this Supplemental Declaration.

ARTICLE III

DEFINED TERMS

3.1. General. Capitalized terms not otherwise defined in this Supplemental Declaration as it may be amended from time to time shall have the same meanings as specified in the Declaration or the Plats and Plans, or, if not defined therein, they shall have the same meanings as specified in the Time-share Act.

3.2. Definitions. The following terms shall have the following specific meanings, unless the context or a more specific definition clearly indicates otherwise:

3.2.1. "Association" means the association of all owners of whole Units and Unit Quarters in the Condominium, as provided in the Declaration and this Supplemental Declaration.

3.2.2. "Common Furnishings" mean wall coverings, carpeting, furniture and furnishings for a Unit which is subject to this Supplemental Declaration. The Common furnishings are and shall be owned by the Association and shall be or shall be deemed to be Limited Common Elements allocated to all of the Units which are subject to this Supplemental Declaration. The Common Furnishings will vary with the size and type of Unit, and may be improved, modified or added to from time to time by the Declarant, as long as Declarant is an Owner, or by the Association.

3.2.3. "Individual Expenses" are those expenses described in subparagraph 9.2.2. of this Supplemental Declaration.

3.2.4. "Manager" means any person, other than all the Quartershare Owners or the Association, designated in or employed pursuant to this Supplemental Declaration or the Declaration to manage the Units submitted to Quartershare Ownership.

3.2.5. "Managing Entity" means the Manager or, if there is no such Manager, the Association.

3.2.6. "Ownership Period" The Ownership Period corresponding to each Unit Quarter consists of the Ownership Weeks during each calendar year shown on Schedule B and labeled by Roman numeral I, II, III or IV

corresponding to the four Unit Quarters which are created with respect to each Unit subject to this Supplemental Declaration. The Unit Quarters are identified on Schedule C. The Ownership Period consists of Ownership Weeks, and the Ownership Weeks which make a particular Unit Quarter's Ownership Period change by rotation each year in accordance with the Unit Quarter Calendar.

3.2.7. "Ownership Week" means a week during which a Unit Quarter Owner has the exclusive right to use and occupy the Unit and Common Furnishings. Each Ownership Week begins at four o'clock in the afternoon (4:00 p.m.) on Sunday and ends at ten o'clock in the morning (10:00 a.m.) on the following Sunday.

3.2.8. "Quartershared Unit" means a Unit in which Unit Quarters have been created.

3.2.9. "Quartershare Owner" means and refers to each Owner of fee simple title to a Unit Quarter, as tenant-in-common, each such Quartershare Owner having the right of exclusive occupancy of a specific Unit and its Common Furnishings during his respective Ownership Periods, and shall mean and include (i) the grantee or grantees named in each original deed to a Unit Quarter, (ii) the successive Owners of each Unit Quarter, and (iii) the Quartershare Declarant, its assigns, or successors, with respect to any Unit Quarter owned by it or them, but does not include a person having an interest in the Unit solely as security for an obligation. By purchasing the Unit Quarter, the Purchaser agrees that he has the right of exclusive occupancy of a specific Unit only during his respective Ownership Periods.

3.2.10. "Quartershare Ownership" means and refers to the concept whereby Units, their appurtenant Allocated Interests, their Common Furnishings, and the share of the Common Elements and the Limited Common Elements assigned thereto, are conveyed to the respective Quartershare Owner in fee simple as a tenant in common with all of the grantees of Unit Quarters in such Unit, by reference to a percentage undivided interest in the Unit together with a stated time period of exclusive use of the Unit for the purpose of establishing a plan of Quartershare Ownership to be created by this Supplemental Declaration.

3.2.11. "Service Period" is defined in Paragraph 10.3 of this Supplemental Declaration.

3.2.12. "Supplemental Declaration," "Supplemental Quartershare Declaration," and "this Supplemental Declaration" mean this document, dated as of the day and year first above written.

3.2.13. "Unit" has the same meaning as provided in the Declaration and specifically refers to any Unit subject to the plan of Quartershare Ownership created by this Supplemental Declaration.

3.2.14. "Unit Quarter" means an undivided twenty-five percent (25%) interest-in-common in a Unit and its Allocated Interests subject to this Supplemental Declaration under which the exclusive right of possession and occupancy of that Unit, its Common Furnishings and appurtenant Limited Common Elements and Common Elements, circulate amongst the various Owners-in-common of that Unit in accordance with the Unit Quarter Calendar. A Unit Quarter is a Time-share Estate. Each Unit Quarter shall be and constitute a separate legal estate apart from and not subject to the claims of the Owners of the other Unit Quarters in the same Unit or their creditors. Unit Quarters are identified by the underlying whole Unit number together with the Roman numeral I, II, III or IV, as appropriate, designating the corresponding Ownership Period, as shown on Schedules B and C.

3.2.15. "Unit Quarter Calendar" means the calendar set forth as Schedule B to this Supplemental Declaration, or a schedule to any subsequent Supplemental Declaration, which governs the use of the Units in which a Unit Quarter has been created. At the expiration of the Unit Quarter Calendar, the weeks associated with each of the four Unit Quarters shall change by rotation so that the same sequence as depicted in the Unit Quarter Calendar for the years shown on the calendar shall be maintained.

ARTICLE IV

UNIT QUARTER OWNERSHIP

4.1. Benefits Run with the Estate. The benefits of this Supplemental Declaration are intended to establish a plan of Quartershare Ownership for the Residential Units in the Condominium and to run to each Owner, his or her heirs, successors and assigns. They are made for the purpose of creating and keeping the Units and their Common Furnishings desirable, attractive, beneficial and suitable places for hotel and residential uses, of guarding against losses by fire and other hazards, the providing by agreement

Condominium dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, Page 18. Ownership of a Unit Quarter may be in one (1) or more names or in a partnership or corporation name or in a trust or estate; provided, however, that the use and occupancy of the Units and the number of occupants utilizing the Unit during any of the appurtenant Ownership Weeks within the applicable Unit Quarter shall be subject to the Declaration, this Supplemental Declaration and any rules and regulations promulgated by the Association or its authorized representative; and further, any use of amenities available to Quartershare Owners by virtue of ownership of a Unit Quarter shall be available to the Quartershare Owner's or Quartershare Owners' assignees subject to the terms and conditions of any license or use agreement and rules and regulations promulgated by the Association or its authorized representative.

6.2. Alienation. Each Quartershare Owner has an equal undivided interest in a Unit, and appurtenant to this ownership right is the right to exclusive use and occupancy of such Unit during the specified Ownership Periods assigned to the Unit Quarter herein, and no Quartershare Owner shall convey, assign, mortgage, devise or otherwise transfer the right to use a Unit Quarter separate from such undivided percentage interest, nor shall a Quartershare Owner convey, assign, mortgage, devise or otherwise transfer such undivided percentage interest separate from the right to use a Unit Quarter. Any instrument purporting to convey, assign, mortgage, devise or otherwise transfer either a Unit Quarter or the undivided interest in the Unit to which it is appurtenant without including both such interests shall be deemed and taken to include the interest so omitted, even though the latter shall not be expressly mentioned or described therein.

6.3. Waiver of Partition. No Quartershare Owner or other person or entity acquiring any right, title, or interest in the Unit Quarter shall seek or obtain through any legal procedures, judicial partition of the Unit or Unit Quarter or sale of the same in lieu of partition at any date prior to the termination of this Supplemental Declaration as provided herein. If, however, any Unit Quarter shall be purchased by two (2) or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of that specific Unit Quarter in lieu of partition as between such co-Owners or joint tenants.

ARTICLE VII

MANAGING ENTITY

7.1. Engagement of Manager; Termination of Management Contract. The Owners of all the Unit Quarters or the Board of Directors may engage a property management firm to act as the Manager for the Units, or the Association itself may act as the Managing Entity. Any such contract of engagement of a Manager, if entered into during the Declarant Control Period, shall provide

that the contract may be terminated by the Association with or without cause upon ninety (90) day's written notice. Any such contract not containing this termination provision is ultra vires and not enforceable against the Association, the Board of Directors or the Unit Owners.

7.2. Delegation of Powers and Duties. The Association or the Managing Entity may delegate any of its powers and duties under this Supplemental Declaration, under the Condominium Declaration, or under the Condominium Act or Time-share Act, except to the extent such delegation may be expressly prohibited by the Bylaws, the Declaration, the Supplemental Declaration, the Act, or the Time-share Act.

ARTICLE VIII

SEPARATE MORTGAGES

8.1. Mortgage of Unit Quarters.

8.1.1. Each Quartershare Owner shall have the right to mortgage or otherwise encumber his or her Unit Quarter. No Quartershare Owner shall attempt to mortgage or otherwise encumber in any manner whatsoever the Unit or any part thereof except his Unit Quarter, nor shall any Owner have the right or authority to do so. Any mortgage, deed of trust or other encumbrance of any Unit Quarter shall be subordinate to all of the provisions of this Supplemental Declaration and in the event of foreclosure by the holder of any such mortgage, deed of trust or other encumbrance, the provisions of this Supplemental Declaration shall be binding upon any Owner whose title is derived through such foreclosure by private power of sale, judicial foreclosure, deed in lieu thereof, or otherwise.

8.1.2. Notwithstanding any other provision of this Supplemental Declaration, no breach of the provisions herein contained nor the enforcement of any lien created pursuant to the provisions hereof shall defeat or render invalid the lien of any mortgage or deed of trust of any Owner's Unit Quarter if such mortgage or deed of trust is recorded in the Franklin County Registry of Deeds and is given for value.

8.2. Mortgage Foreclosure. Any Mortgagee of a Unit Quarter that obtains title to the Unit Quarter pursuant to the remedies provided in the Mortgage, or through a completed foreclosure of the Mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit Quarter with the Allocated Interest appurtenant thereto free of such claims for unpaid assessments for Common Expenses, interest and costs levied against such Unit Quarter which accrue prior to the acquisition of title to such Unit Quarter by the Mortgagee, other than the proportionate share of the Common

Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit Quarter through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

8.3. Mortgagee Priority. No provision of this Supplemental Declaration or Condominium Documents shall be deemed or construed to give a Quartershare Owner, or any other person, priority over the rights of any Eligible Mortgage Holder pursuant to its Mortgage in the case of a distribution to Quartershare Owners of insurance proceeds or condemnation awards for losses to or taking of Unit Quarters, Common Elements, or both.

ARTICLE IX

ASSESSMENTS

9.1. Liability for Operational Expenses. Each Quartershare Owner will be responsible for the expenses of ownership and operation of his or her Unit Quarter.

9.2. Payment of Assessments; Individual Expenses.

9.2.1. Each Quartershare Owner shall pay to the Association or its authorized representative such as the Manager (1) on the first day of each quarter, or on such other date that the Association or Manager may determine in writing, one-fourth (1/4th) of the Common Expenses and Limited Common Expenses assessed on an annual basis against his Unit Quarter according to the Percentage Common Expense Liability allocated to that Unit Quarter as set forth on Schedule C to this Supplemental Declaration; and (2) all special assessments, any other sum duly levied against the Unit pursuant to this Supplemental Declaration, the Declaration, the Bylaws or the Act, including all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided by this Supplemental Declaration, the Declaration, Bylaws or the Act, on the first day of the next month which begins more than ten (10) days after delivery to the Quartershare Owner of notice of such special assessment or levy or on such other date that the Association may determine in writing. If for any reason the Association shall revise the annual budget of the Association whereby the Common Expenses or Limited Common Expenses or any component thereof may be increased, then commencing on the first day of the first quarter subsequent to the adoption of such revised budget each Quartershare Owner shall pay to the Association or its authorized representative such

revised annual Common Expenses assessed against his Unit in the proportions required by the Percentage Common Expense Liability allocated to the Unit Quarter and shown on the attached Schedule C.

9.2.2. In addition to the above expenses, each Quartershare Owner shall be billed directly and individually by the Managing Entity for the following expenses ("Individual Expenses"): the cost of telephone charges or other special services incurred during or allocable to the Owner's Ownership Period, including housekeeping and maid services furnished to the Unit during occupation thereof by the Quartershare Owner or such Owner's guest; the cost to repair any damage to the Unit or to repair or replace any property contained therein on account of loss or damage occurring during such Ownership Period; costs for which the Unit Quarter Owner is responsible pursuant to Paragraph 10.4 below; and the costs to satisfy any expense to any of the other Owners due to any intentional or negligent act or omission of such Owner, his family, guests or invitees resulting from his or their breach of any provisions of this Supplemental Declaration.

9.3. Lien for Assessments; Collection and Enforcement.

9.3.1. The total annual assessment levied against each Unit Quarter for Common Expenses, including any special assessment and any other sums duly levied against the Unit Quarter pursuant to this Supplemental Declaration, the Declaration, the Bylaws, or the Act, including all interest thereon and charges for late payment thereof, legal fees and other costs of collection thereof, and fines, penalties and fees as provided in this Supplemental Declaration or the Declaration or the Bylaws shall constitute the personal liability of the Quartershare Owner of the Unit Quarter so assessed and also shall, until fully paid, constitute a lien against the Unit Quarter in favor of the Association as in the same manner as the lien provided in Section 1603-116 of the Act and in Section 594 of the Time-share Act. Such lien shall, with respect to annual assessments and revised annual assessments, be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment or revised annual assessment, and, as to special assessments and other sums duly levied, including interest, charges for late payment, legal fees, costs of collection, fines, penalties and fees as described in Section 14.6 of the Declaration, on the first day of the next month which begins more than ten (10) days after delivery to the Quartershare Owner of notice of such special assessment or levy. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens

the Town of Carrabassett Valley. In the event that for any year real estate taxes assessed by the Town of Carrabassett Valley are not separately taxed and assessed to each separate Unit Quarter but are taxed on the Property as a whole, then each Quartershare Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

ARTICLE X

MAINTENANCE AND FURNISHING OF QUARTERSHARED UNITS

10.1. Unit Maintenance and Repairs. All repairs to a Quartershared Unit required in order to maintain the Unit in a first class manner and condition, including the providing of all maintenance, repair, refurbishing and upkeep to the Units and the Common Furnishings contained in the same as shall be required by this Supplemental Declaration and any Management Contract with the Managing Entity, shall be made by the Managing Entity except to the extent such responsibilities have been delegated by the Managing Entity to other persons or entities. No Owner shall make such repairs except with the written authorization of the Managing Entity.

10.2. Maintenance Scheduling. The Managing Entity may schedule routine maintenance on a Quartershared Unit as necessary during any Ownership Period, in accordance with the limitations set forth in this paragraph. The Managing Entity shall use reasonable efforts to schedule such routine maintenance on a Quartershared Unit so as to minimize the loss of use and inconvenience to the Unit Quarter Owner. Furthermore, scheduled routine maintenance shall rotate from year to year among the four Ownership Periods, so that such maintenance will normally occur only once every four years with respect to any one Unit Quarter. Nothing contained in this Paragraph shall prevent the Managing Entity from performing such maintenance on a Quartershared Unit as may be needed on an emergency basis, and which the Managing Entity is otherwise authorized or obligated to perform.

10.3. Service Periods. The intervening Service Periods shall begin at ten (10:00) o'clock a.m. on Sunday (i.e., at the end of the preceding Ownership Week) and end at four (4:00) o'clock p.m. on Sunday (the beginning of the next Ownership Week). The Managing Entity shall have the right and easement to use and occupy the Unit during the Service Periods for purposes of maintaining the Unit pursuant to the terms of its Management Agreement and this Supplemental Declaration. The benefit of this right and easement may be assigned or delegated in the discretion of the Managing Entity. There shall not be a Service Period whenever the Ownership Weeks both before and after such Service Period are owned by the same Owner. In that event, the Service Period shall be treated as a part of the preceding Ownership Week.

10.4. Common Furnishings. Each Quartershared Unit has been or shall be provided with Common Furnishings. The Managing Entity shall be responsible for keeping each Quartershared Unit equipped in a first class manner, and shall be authorized to replace or repair any portion of the Common Furnishings which are missing, which become unusable or which become so worn as to require replacement, in the reasonable judgment of the Managing Entity. Except in cases where any such Common Furnishings must be replaced due to the negligent or intentional act of any Owner or his guest (which shall be determined by the Managing Entity in its reasonable judgment), the expenses of maintaining and replacing the Common Furnishings shall be a Limited Common Expense to be assessed to and paid by all the Unit Quarter Owners, in the manner provided for Limited Common Expenses in Section 3.4.1 of the Declaration, in accordance with the percentage Common Expense Liability allocated to each Unit Quarter as shown on Schedule C to this Supplemental Declaration. During each Service Period, the Managing Entity shall inspect the Unit and shall determine whether there are any Common Furnishings which need to be replaced or repaired, and if so, whether such replacement or repair is the responsibility of the Owner during whose Ownership Week such repair or replacement became necessary, and whether such loss or damage to such Common Furnishings has been caused by negligent or reckless acts of an Owner, or his guests, in which case the costs of replacement or repair shall be billed to and paid by such Owner. The Managing Entity shall notify any Owner promptly if he is to be charged for any Common Furnishings which need to be replaced or repaired. The Common Furnishings are and shall be owned by the Association and shall be or shall be deemed to be Limited Common Elements allocated to all of the Units which are subject to this Supplemental Declaration. The Association shall not be obligated to provide separate, per-Unit accounting with respect to the maintenance, repair or replacement of the Common Furnishings, except as to any fund billed or collected pursuant to this Paragraph with respect to negligent or reckless damage to the Common Furnishings.

10.5. Alteration of Units. Except as otherwise provided herein, no Quartershared Unit or its Common Furnishings shall be altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved in writing by a majority vote of Owners of Unit Quarters in the Unit and of the Executive Board of the Association. Any such approval shall identify in reasonable detail the alteration, remodeling or renovation to be done and shall establish a budget therefore. All such alterations, remodeling or renovation shall be conducted by the Managing Entity which shall be entitled to a reasonable fee for performing this function if it requires work not normally considered to be part of the Managing Entity's function.

10.6. Easement for Maintenance. The Time-share Declarant and the Unit Owners reserve in favor of themselves, the Association and its Executive Board, officers, agents and employees, and the Managing Entity and every other person authorized by the Executive Board, the irrevocable right and easement to have access to each

Unit as may be necessary for the maintenance and repair of such Unit provided for in Paragraphs 10.1, 10.2 and 10.3 of this Supplemental Declaration, and for the installation, maintenance and repair of the Common Furnishings as provided in Paragraph 10.4 of this Supplemental Declaration.

10.7. Indemnification of Other Quartershare Owners. No Owner shall cause any material to be furnished to his Quartershared Unit or any labor to be performed therein or thereon except in the manner set forth in Paragraphs 10.2 and 10.3 above. Each Owner shall indemnify and hold the other Owners of his Quartershared Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Paragraph 10.7, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Quartershared Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

ARTICLE XI

INSURANCE

11.1. Policies Required. The Managing Entity shall, on behalf of the Owners of each Unit Quarter:

11.1.1. Carry such amounts and types of insurance as required by the Declaration and this Supplemental Declaration unless there shall be a contradictory provision in the Declaration, in which case the Declaration shall prevail;

11.1.2. Provide and keep in force, for the protection of the Owners of each Unit Quarter and all first lienors, general public liability and property damage insurance against claims for bodily injury or death or property damage on the contents of each Condominium Unit, in limits of not less than $500,000.00 in respect of bodily injury or death to any one person, and not less than $1,000,000.00 for bodily injury or death to any number of persons arising out of one accident or disaster, and in the limits of not less than $20,000.00 for damage to property, and if higher limits shall at any time be customary in the Franklin County area to protect against possible tort liability such higher limits shall be carried; and

11.1.3. Insure all Common Furnishings, furniture, other furnishings and other personal property originally supplied or installed in each Quartershared Unit and replacements thereof, against loss by fire,

with extended coverage (including insurance against loss or damage by vandalism or malicious mischief), in approximately the amount of the maximum replacement value thereof, less reasonable deductibles.

11.2. Required Provisions and Endorsements. All insurance required to be carried under this ARTICLE XI shall be carried as provided in this Supplemental Declaration and shall be in favor of the Association, the Manager, the Owners from time to time of the Quartershared Units covered by the insurance and all first lienors of such Quartershared Units as their respective interests may appear. Each policy of insurance shall contain a standard mortgagee clause in favor of each first mortgage holder of the Quartershared Unit which shall provide that the loss, if any, thereunder shall be payable to such first lienor, as its interests may appear, subject however, to the loss payment provisions in favor of the Managing Entity hereinafter set forth. All policies of insurance against damage to any personal property shall provide that any loss shall be payable to and adjusted with the Managing Entity as attorney-in-fact for the Owners. The Managing Entity shall hold and apply the proceeds of such insurance as set forth in this Supplemental Declaration. Each insurance policy shall provide that no cancellation thereof may be made by the insurance carrier without having given twenty (20) days prior written notice thereof to the Managing Entity and all first lienors. Each insurance policy shall also provide that in case of violation of any provision thereof by one or more, but less than all of the Owners, the coverage of such policy shall be suspended or invalidated only as to the interest of the Owner or Owners committing the violation and not as to the interest of other Owners. All policies of physical damages insurance shall contain waivers of subrogation against Unit Owners, the Association and its officers and directors, and waivers of any defense based on coinsurance.

11.3. Maximum Replacement Value. The maximum replacement value of the personal property in each Unit and without deduction for depreciation, shall be determined by the Managing Entity prior to obtaining any policy of fire insurance or any renewal thereof.

ARTICLE XII

APPOINTMENT OF ATTORNEY-IN-FACT

12.1. Appointment of Managing Entity. Each Unit Quarter Owner, by such Owner's acceptance of the deed or other conveyance vesting in him an interest in a Unit Quarter, does hereby constitute and appoint the Managing Entity acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to:

12.1.1. deal with, for and in the best interest of such Owner upon damage to or destruction of any personal property in his Quartershared Unit, and

12.1.2. enter into all agreements which the Managing Entity is authorized to enter into pursuant to the terms of this Supplemental Declaration and which the Managing Entity in its discretion may believe is necessary and proper to carry out the Managing Entity's responsibilities and duties.

12.2. Power of Attorney Coupled with an Interest. Each Owner stipulates and agrees that the power of attorney created by this Article XII is coupled with an interest. The action of the Managing Entity in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

12.3. Damage or Destruction. In the case of damage or destruction to any of the Common Furnishings in a Quartershared Unit the Managing Entity shall collect the insurance proceeds payable on account of such damage or destruction (as attorney-in-fact for the Owners) and, unless the Condominium is not to be rebuilt or repaired under the Condominium Declaration, shall apply the proceeds of insurance to replace or repair damaged or destroyed Common Furnishings. If any excess funds are required in order to replace or repair such Common Furnishings, such excess shall be a Limited Common Expense allocated to all the Unit Quarters subject to this Supplemental Declaration, in accordance with the percentage of Common Expense Liability allocated to each Unit Quarter as shown on Schedule C to this Supplemental Declaration.

ARTICLE XIII

CONDOMINIUM ASSOCIATION

13.1. Establishment. The Sugarloaf Mountain Center Condominium Association (the "Association") was established by and pursuant to the Declaration, the Bylaws, its Articles of Incorporation.

13.2. Voting Rights. The Votes in the Association allocated to each Unit Quarter are allocated as set forth in Paragraph 4.8 of this Supplemental Declaration and in Schedule C attached hereto, and each Owner may cast the vote allocated to such Owner's Unit Quarter, in person or by proxy at any meeting of the Owners.

13.3. Membership. Each Unit Quarter Owner shall be and is a member of the Association, is subject to assessment by the Association pursuant to the Declaration, the Bylaws and this Supplemental Declaration, and is entitled to participate in affairs of the Association in the manner set forth in said documents.

ARTICLE XIV

TERMINATION OF QUARTERSHARES

14.1. Termination. Subject to the requirements of the Declaration and the Maine Condominium Act with respect to destruction or condemnation, if a Quartershared Unit ceases to be subject to the Declaration after damage, destruction or for any other reason, the Managing Entity shall be entitled to receive all sums payable to the Owners of such Quartershares or Units, under the Declaration or otherwise, as attorney-in-fact for the Owners of all such Quartershared Units which are no longer subject to the Declaration. Such sums shall be collected by the Managing Entity and divided among such Owners and paid into separate accounts on the basis of each Owner's allocable share, one for each Owner of a Unit Quarter. The funds in each account (without contribution from one account to another) shall be applied by the Managing Entity for the following purposes in the order indicated:

14.1.1. For payment of the balance of any lien or any mortgage or deed of trust or trust indenture on the interest of the Owner.

14.1.2. For payment of taxes and special assessment liens in favor of any assessing entity with respect to the interest of the Owner.

14.1.3. For payment of unpaid assessments for Common Expenses, including Limited Common Expenses, and general or individual operating costs attributable to the interest of the Owner.

14.1.4. For payment of junior liens and encumbrances in the order and to the extent of their priority with respect to the interest of the Owner.

14.1.5. The balance remaining, if any, shall be paid to the Owner.

14.2. Rights of Secured Parties. The provisions of this Article shall not be construed as limiting in any way the right of a first mortgagee (in case the proceeds allocated under subparagraph 14.1.1 shall be insufficient to pay the indebtedness secured by its lien) to assess and enforce the personal liability for such deficiency of the person or persons responsible for payment of such indebtedness.

16.2.3. Agreement. In the alternative, an amendment may be made by an Agreement signed by the record Owners of all of the Unit Quarters which are subject to this Supplemental Declaration, executed in the manner required for the execution of a deed and acknowledged by at least one such Unit Quarter Owner, and such amendment shall be effective when certified and recorded as provided in subparagraph 16.2.5.

16.2.4. Proviso. Provided, however, that (i) no amendment which alters a Unit Quarter Owner's percentage interest in the Unit Quarter shall be effective unless approved and agreed to writing by all of the Owners of Unit Quarters in that particular Unit; (ii) no amendment of this Supplemental Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns, shall join in the execution of such amendment; (iii) no amendment affect or alter the right of any Unit Quarter Owner exclusively to occupy the Unit during the Ownership Period unless such Unit Quarter Owner shall consent to such amendment.

16.2.5. Execution and Recording. A copy of each amendment shall be attached or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the President or the Vice-President and the Secretary or the Treasurer of the Association. The amendment shall be effective when such certificate and a copy of the amendment are recorded.

16.2.6. Notice and Challenge. No action to challenge the validity of an amendment to this Supplemental Declaration adopted pursuant to this Article may be brought more than one year after such amendment is recorded. After such amendment to this Supplemental Declaration has been recorded, notice thereof shall be sent to all Unit Quarter Owners at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.1. No Waiver. The failure to enforce any provision of this Supplemental Declaration shall not constitute a waiver of the right to enforce such provision thereafter, and any party aggrieved may at any time demand strict and complete performance in accordance with the terms, conditions and covenants of this Supplemental Declaration.

17.2. Interpretation. The paragraph titles at the beginning of each numbered paragraph of this Supplemental Declaration are for convenience only, and the words contained therein shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Supplemental Declaration. As used herein, the singular shall include the plural, and the masculine or neuter gender shall include the other genders.

17.3. Term. Subject to Paragraph 16.3 above, this Supplemental Declaration shall continue for a period of sixty (60) years, after which time it shall be automatically terminated, unless an instrument signed by a majority of Unit Quarter Owners has been recorded, agreeing to renew this Supplemental Declaration. After termination of this Supplemental Declaration, the Owners shall own the Units as tenants-in-common in undivided shares and the holders of Mortgages and liens upon the Units shall have Mortgages and liens upon the respective Units and Allocated Interests of the Owners.

17.4. Severability. The invalidity or unenforceability of any provision of this Supplemental Declaration shall not affect the other provisions hereof and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17.5. Governing Law. This Supplemental Declaration shall be construed under and governed by the laws of the State of Maine, and it is the intent of the Declarant that this document conform and be governed by the Maine Condominium Act and the Time-share Act.

17.6. Controlling Document. Except as otherwise specifically provided herein, to the extent that there are any inconsistencies of the provisions of this Supplemental Declaration and the provisions of the Declaration, the Declaration shall control.

17.7. Execution. The Quartershare Declarant has executed this Supplemental Declaration in order to subject to its terms all Units owned by the Quartershare Declarant. Owners of the remaining Units listed on Schedule A have executed this Supplemental Declaration by setting their hands and seals on the Addenda hereto marked "SIGNATURE PAGE" as of the date and year first above written, notwithstanding that a particular Addendum may have been executed on a different date. All executed Addenda shall be deemed integrated into this one single Amendment and dated as of the date and year first above written.

IN WITNESS WHEREOF, APEX, INC., as Quartershare Declarant, has caused this Supplemental Declaration to be executed in its corporate name by its authorized representative as of the day and year first above written.

Signed, Sealed and Delivered

APEX, INC. "Quartershare Declarant"

Clare B. Hearn

By: Norman E. Bilodeau
Norman E. Bilodeau
Its President

STATE OF MAINE
County of Cumberland, ss.

December 29, 1988

Personally appeared the above-named Norman E. Bilodeau, President of Apex, Inc., and acknowledged the foregoing Supplemental Declaration to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

SEAL

Clare B. Hearn
Notary Public/Attorney at Law

CLARE B. HEARN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 4, 1993

Type or Print Name

ADDENDA TO SUPPLEMENTAL QUARTERSHARE
DECLARATION OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

WITNESS:

UNIT NO. 325, 425, 427
OWNERS AND SPOUSES

_____ _____ DATE: 11/2/88
Marvin Percival

_____ _____ DATE: 11/2/88
Lisa Percival

ADDENDA TO SUPPLEMENTAL QUARTERSHARE
DECLARATION OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

WITNESS:

UNIT NO. 419
OWNERS AND SPOUSES

DATE:

Bruce A. Verrill

ADDENDA TO SUPPLEMENTAL QUARTERSHARE
DECLARATION OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

WITNESS:

UNIT NO. 429
OWNERS AND SPOUSES

Brenda J. Toulouse

M. Heinie Merrill DATE: 12-22-88
M. Heinie Merrill

Brenda J. Toulouse

Sharon Merrill DATE: 12-22-88
Sharon Merrill

ADDENDA TO SUPPLEMENTAL QUARTERSHARE
DECLARATION OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

WITNESS:

UNIT NO. 431
OWNERS AND SPOUSES

Virginia Mathey

Martin N. Riddle DATE: 1-/23/84
Martin N. Riddle

Jean M Bennett

Roberta M. Riddle DATE: 12/23/83
Roberta M. Riddle

ADDENDA TO SUPPLEMENTAL QUARTERSHARE
DECLARATION OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

WITNESS:

Martha S Arnold

UNIT NO. 526
OWNERS AND SPOUSES

Kerry W Crowley
Dr. Kerry Crowley

DATE: 12/-/-8

ADDENDA TO SUPPLEMENTAL QUARTER-SHARE
DECLARATION OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

WITNESS:

UNIT NO. 535
OWNERS AND SPOUSES

Fred Clow DATE: 10/31/88

Susan V. Clow 10/27/88

SUSAN CLOW

SCHEDULE A

TO

SUPPLEMENTAL DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

LIST OF UNITS
SUBJECT TO
SUPPLEMENTAL QUARTER-SHARE
DECLARATION

112, 113, 114, 115, 116,
117, 118, 119, 212, 213,
214, 215, 216, 217, 218,
219, 226, 228, 230, 232,
301, 302, 303, 304, 305,
306, 307, 308, 309, 310,
311, 312, 313, 314, 315,
316, 317, 318, 319, 320,
321, 323, 324, 325, 326,
327, 328, 330, 331, 333,
335, 401, 402, 403, 404,
405, 406, 407, 408, 409,
410, 411, 412, 413, 414,
415, 416, 417, 418, 419,
420, 424, 426, 428, 429,
431, 501, 502, 503, 504,
505, 506, 507, 508, 509,
510, 511, 520, 521, 525,
526, 527, 528, 529, 530,
531, 532, 533, 535, 604,
605, 606, 607, 608, 609,
610, 611, Sugarloaf
Suite, Bigelow Suite

Unit quarter	1998 Week Number	1998 Ownership Weeks	1999 Week Number	1999 Ownership Weeks	2000 Week Number	2000 Ownership Weeks	2001 Week Number	2001 Ownership Weeks	2002 Week Number	2002 Ownership Weeks	2003 Week Number	2003 Ownership Weeks	2004 Week Number	2004 Ownership Weeks	2005 Week Number	2005 Ownership Weeks	2006 Week Number	2006 Ownership Weeks
I	2	JAN.11-JAN.18	3	JAN.17-JAN.24	4	JAN.23-JAN.30	1	JAN.7-JAN.14	2	JAN.13-JAN.20	3	JAN.19-JAN.26	4	JAN.25-FEB.1	1	JAN.2-JAN.9	2	JAN.8-JAN.15
	6	FEB.8-FEB.15	7	FEB.14-FEB.21	8	FEB.20-FEB.27	5	FEB.4-FEB.11	6	FEB.10-FEB.17	7	FEB.16-FEB.23	8	FEB.22-FEB.29	5	JAN.30-FEB.6	6	FEB.5-FEB.12
	10	MAR.8-MAR.15	11	MAR.14-MAR.21	12	MAR.19-MAR.26	9	MAR.4-MAR.11	10	MAR.10-MAR.17	11	MAR.16-MAR.23	12	MAR.21-MAR.28	9	FEB.27-MAR.6	10	MAR.5-MAR.12
	14	APR.5-APR.12	15	APR.11-APR.18	16	APR.16-APR.23	13	APR.1-APR.8	14	APR.7-APR.14	15	APR.13-APR.20	16	APR.18-APR.25	13	MAR.27-APR.3	14	APR.2-APR.9
	18	MAY.3-MAY.10	19	MAY.9-MAY.16	20	MAY.14-MAY.21	17	APR.29-MAY.6	18	MAY.5-MAY.12	19	MAY.11-MAY.18	20	MAY.16-MAY.23	17	APR.24-MAY.1	18	APR.30-MAY.7
	22	MAY.31-JUN.7	23	JUN.6-JUN.13	24	JUN.11-JUN.18	21	MAY.27-JUN.3	22	JUN.2-JUN.9	23	JUN.8-JUN.15	24	JUN.13-JUN.20	21	MAY.22-MAY.29	22	MAY.28-JUN.4
	26	JUN.28-JUL.5	27	JUL.4-JUL.11	28	JUL.9-JUL.16	25	JUN.24-JUL.1	26	JUN.30-JUL.7	27	JUL.6-JUL.13	28	JUL.11-JUL.18	25	JUN.19-JUN.26	26	JUN.25-JUL.2
	30	JUL.26-AUG.2	31	AUG.1-AUG.8	32	AUG.6-AUG.13	29	JUL.22-JUL.29	30	JUL.28-AUG.4	31	AUG.3-AUG.10	32	AUG.8-AUG.15	29	JUL.17-JUL.24	30	JUL.23-JUL.30
	34	AUG.23-AUG.30	35	AUG.29-SEP.5	36	SEP.3-SEP.10	33	AUG.19-AUG.26	34	AUG.25-SEP.1	35	AUG.31-SEP.7	36	SEP.5-SEP.12	33	AUG.14-AUG.21	34	AUG.20-AUG.27
	38	SEP.20-SEP.27	39	SEP.26-OCT.3	40	OCT.1-OCT.8	37	SEP.16-SEP.23	38	SEP.22-SEP.29	39	SEP.28-OCT.5	40	OCT.3-OCT.10	37	SEP.11-SEP.18	38	SEP.17-SEP.24
	42	OCT.18-OCT.25	43	OCT.24-OCT.31	44	OCT.29-NOV.5	41	OCT.14-OCT.21	42	OCT.20-OCT.27	43	OCT.26-NOV.2	44	OCT.31-NOV.7	41	OCT.9-OCT.16	42	OCT.15-OCT.22
	46	NOV.15-NOV.22	47	NOV.21-NOV.28	48	NOV.26-DEC.3	45	NOV.11-NOV.18	46	NOV.17-NOV.24	47	NOV.23-NOV.30	48	NOV.28-DEC.5	45	NOV.6-NOV.13	46	NOV.12-NOV.19
	50	DEC.13-DEC.20	51	DEC.19-DEC.26	52	DEC.24-DEC.31	49	DEC.9-DEC.16	50	DEC.15-DEC.22	51	DEC.21-DEC.28	52	DEC.26-JAN.2	49	DEC.4-DEC.11	50	DEC.10-DEC.17
II	3	JAN.18-JAN.25	4	JAN.24-JAN.31	1	JAN.2-JAN.9	2	JAN.14-JAN.21	3	JAN.20-JAN.27	4	JAN.26-FEB.2	1	JAN.4-JAN.11	2	JAN.9-JAN.16	3	JAN.15-JAN.22
	7	FEB.15-FEB.22	8	FEB.21-FEB.28	5	JAN.30-FEB.6	6	FEB.11-FEB.18	7	FEB.17-FEB.24	8	FEB.23-MAR.2	5	FEB.1-FEB.8	6	FEB.6-FEB.13	7	FEB.12-FEB.19
	11	MAR.15-MAR.22	12	MAR.21-MAR.28	9	FEB.27-MAR.5	10	MAR.11-MAR.18	11	MAR.17-MAR.24	12	MAR.23-MAR.30	9	FEB.29-MAR.7	10	MAR.6-MAR.13	11	MAR.12-MAR.19
	15	APR.12-APR.19	16	APR.18-APR.25	13	MAR.26-APR.2	14	APR.8-APR.15	15	APR.14-APR.21	16	APR.20-APR.27	13	MAR.28-APR.4	14	APR.3-APR.10	15	APR.9-APR.16
	19	MAY.10-MAY.17	20	MAY.16-MAY.23	17	APR.23-APR.30	18	MAY.6-MAY.13	19	MAY.12-MAY.19	20	MAY.18-MAY.25	17	APR.25-MAY.2	18	MAY.1-MAY.8	19	MAY.7-MAY.14
	23	JUN.7-JUN.14	24	JUN.13-JUN.20	21	MAY.21-MAY.28	22	JUN.3-JUN.10	23	JUN.9-JUN.16	24	JUN.15-JUN.22	21	MAY.23-MAY.30	22	MAY.29-JUN.5	23	JUN.4-JUN.11
	27	JUL.5-JUL.12	28	JUL.11-JUL.18	25	JUN.18-JUN.25	26	JUL.1-JUL.8	27	JUL.7-JUL.14	28	JUL.13-JUL.20	25	JUN.20-JUN.27	26	JUN.26-JUL.3	27	JUL.2-JUL.9
	31	AUG.2-AUG.9	32	AUG.8-AUG.15	29	JUL.16-JUL.23	30	JUL.29-AUG.5	31	AUG.4-AUG.11	32	AUG.10-AUG.17	29	JUL.18-JUL.25	30	JUL.24-JUL.31	31	JUL.30-AUG.6
	35	AUG.30-SEP.6	36	SEP.5-SEP.12	33	AUG.13-AUG.20	34	AUG.26-SEP.2	35	SEP.1-SEP.8	36	SEP.7-SEP.14	33	AUG.15-AUG.22	34	AUG.21-AUG.28	35	AUG.27-SEP.3
	39	SEP.27-OCT.4	40	OCT.3-OCT.10	37	SEP.10-SEP.17	38	SEP.23-SEP.30	39	SEP.29-OCT.6	40	OCT.5-OCT.12	37	SEP.12-SEP.19	38	SEP.18-SEP.25	39	SEP.24-OCT.1
	43	OCT.25-NOV.1	44	OCT.31-NOV.7	41	OCT.8-OCT.15	42	OCT.21-OCT.28	43	OCT.27-NOV.3	44	NOV.2-NOV.9	41	OCT.10-OCT.17	42	OCT.16-OCT.23	43	OCT.22-OCT.29
	47	NOV.22-NOV.29	48	NOV.28-DEC.5	45	NOV.5-NOV.12	46	NOV.18-NOV.25	47	NOV.24-DEC.1	48	NOV.30-DEC.7	45	NOV.7-NOV.14	46	NOV.13-NOV.20	47	NOV.19-NOV.26
	51	DEC.20-DEC.27	52	DEC.26-JAN.2	49	DEC.3-DEC.10	50	DEC.16-DEC.23	51	DEC.22-DEC.29	52	DEC.28-JAN.4	49	DEC.5-DEC.12	50	DEC.11-DEC.18	51	DEC.17-DEC.24
III	4	JAN.25-FEB.1	1	JAN.3-JAN.10	2	JAN.9-JAN.16	3	JAN.21-JAN.28	4	JAN.27-FEB.3	1	JAN.5-JAN.12	2	JAN.11-JAN.18	3	JAN.16-JAN.23	4	JAN.22-JAN.29
	8	FEB.22-MAR.1	5	JAN.31-FEB.7	6	FEB.6-FEB.13	7	FEB.18-FEB.25	8	FEB.24-MAR.3	5	FEB.2-FEB.9	6	FEB.8-FEB.15	7	FEB.13-FEB.20	8	FEB.19-FEB.26
	12	MAR.22-MAR.29	9	FEB.28-MAR.7	10	MAR.5-MAR.12	11	MAR.18-MAR.25	12	MAR.24-MAR.31	9	MAR.2-MAR.9	10	MAR.7-MAR.14	11	MAR.13-MAR.20	12	MAR.19-MAR.26
	16	APR.19-APR.26	13	MAR.28-APR.4	14	APR.2-APR.9	15	APR.15-APR.22	16	APR.21-APR.28	13	MAR.30-APR.6	14	APR.4-APR.11	15	APR.10-APR.17	16	APR.16-APR.23
	20	MAY.17-MAY.24	17	APR.25-MAY.2	18	APR.30-MAY.7	19	MAY.13-MAY.20	20	MAY.19-MAY.26	17	APR.27-MAY.4	18	MAY.2-MAY.9	19	MAY.8-MAY.15	20	MAY.14-MAY.21
	24	JUN.14-JUN.21	21	MAY.23-MAY.30	22	MAY.28-JUN.4	23	JUN.10-JUN.17	24	JUN.16-JUN.23	21	MAY.25-JUN.1	22	MAY.30-JUN.6	23	JUN.5-JUN.12	24	JUN.11-JUN.18
	28	JUL.12-JUL.19	25	JUN.20-JUN.27	26	JUN.25-JUL.2	27	JUL.8-JUL.15	28	JUL.14-JUL.21	25	JUN.22-JUN.29	26	JUN.27-JUL.4	27	JUL.3-JUL.10	28	JUL.9-JUL.16
	32	AUG.9-AUG.16	29	JUL.18-JUL.25	30	JUL.23-JUL.30	31	AUG.5-AUG.12	32	AUG.11-AUG.18	29	JUL.20-JUL.27	30	JUL.25-AUG.1	31	JUL.31-AUG.7	32	AUG.6-AUG.13
	36	SEP.6-SEP.13	33	AUG.15-AUG.22	34	AUG.20-AUG.27	35	SEP.2-SEP.9	36	SEP.8-SEP.15	33	AUG.17-AUG.24	34	AUG.22-AUG.29	35	AUG.28-SEP.4	36	SEP.3-SEP.10
	40	OCT.4-OCT.11	37	SEP.12-SEP.19	38	SEP.17-SEP.24	39	SEP.30-OCT.7	40	OCT.6-OCT.13	37	SEP.14-SEP.21	38	SEP.19-SEP.26	39	SEP.25-OCT.2	40	OCT.1-OCT.8
	44	NOV.1-NOV.8	41	OCT.10-OCT.17	42	OCT.15-OCT.22	43	OCT.28-NOV.4	44	NOV.3-NOV.10	41	OCT.12-OCT.19	42	OCT.17-OCT.24	43	OCT.23-OCT.30	44	OCT.29-NOV.5
	48	NOV.29-DEC.6	45	NOV.7-NOV.14	46	NOV.12-NOV.19	47	NOV.25-DEC.2	48	DEC.1-DEC.8	45	NOV.9-NOV.16	46	NOV.14-NOV.21	47	NOV.20-NOV.27	48	NOV.26-DEC.3
	52	DEC.27-JAN.3	49	DEC.5-DEC.12	50	DEC.10-DEC.17	51	DEC.23-DEC.30	52	DEC.29-JAN.5	49	DEC.7-DEC.14	50	DEC.12-DEC.19	51	DEC.18-DEC.25	52	DEC.24-DEC.31
IV	1	JAN.4-JAN.11	2	JAN.10-JAN.17	3	JAN.16-JAN.23	4	JAN.28-FEB.4	1	JAN.6-JAN.13	2	JAN.12-JAN.19	3	JAN.18-JAN.25	4	JAN.23-JAN.30	1	JAN.1-JAN.8
	5	FEB.1-FEB.8	6	FEB.7-FEB.14	7	FEB.13-FEB.20	8	FEB.25-MAR.4	5	FEB.3-FEB.10	6	FEB.9-FEB.16	7	FEB.15-FEB.22	8	FEB.20-FEB.27	5	JAN.29-FEB.5
	9	MAR.1-MAR.8	10	MAR.7-MAR.14	11	MAR.12-MAR.19	12	MAR.25-APR.1	9	MAR.3-MAR.10	10	MAR.9-MAR.16	11	MAR.14-MAR.21	12	MAR.20-MAR.27	9	FEB.26-MAR.5
	13	MAR.29-APR.5	14	APR.4-APR.11	15	APR.9-APR.16	16	APR.22-APR.29	13	MAR.31-APR.7	14	APR.6-APR.13	15	APR.11-APR.18	16	APR.17-APR.24	13	MAR.26-APR.2
	17	APR.26-MAY.3	18	MAY.2-MAY.9	19	MAY.7-MAY.14	20	MAY.20-MAY.27	17	APR.28-MAY.5	18	MAY.4-MAY.11	19	MAY.9-MAY.16	20	MAY.15-MAY.22	17	APR.23-APR.30
	21	MAY.24-MAY.31	22	MAY.30-JUN.6	23	JUN.4-JUN.11	24	JUN.17-JUN.24	21	MAY.26-JUN.2	22	JUN.1-JUN.8	23	JUN.6-JUN.13	24	JUN.12-JUN.19	21	MAY.21-MAY.28
	25	JUN.21-JUN.28	26	JUN.27-JUL.4	27	JUL.2-JUL.9	28	JUL.15-JUL.22	25	JUN.23-JUN.30	26	JUN.29-JUL.6	27	JUL.4-JUL.11	28	JUL.10-JUL.17	25	JUN.18-JUN.25
	29	JUL.19-JUL.26	30	JUL.25-AUG.1	31	JUL.30-AUG.6	32	AUG.12-AUG.19	29	JUL.21-JUL.28	30	JUL.27-AUG.3	31	AUG.1-AUG.8	32	AUG.7-AUG.14	29	JUL.16-JUL.23
	33	AUG.16-AUG.23	34	AUG.22-AUG.29	35	AUG.27-SEP.3	36	SEP.9-SEP.16	33	AUG.18-AUG.25	34	AUG.24-AUG.31	35	AUG.29-SEP.5	36	SEP.4-SEP.11	33	AUG.13-AUG.20
	37	SEP.13-SEP.20	38	SEP.19-SEP.26	39	SEP.24-OCT.1	40	OCT.7-OCT.14	37	SEP.15-SEP.22	38	SEP.21-SEP.28	39	SEP.26-OCT.3	40	OCT.2-OCT.9	37	SEP.10-SEP.17
	41	OCT.11-OCT.18	42	OCT.17-OCT.24	43	OCT.22-OCT.29	44	NOV.4-NOV.11	41	OCT.13-OCT.20	42	OCT.19-OCT.26	43	OCT.24-OCT.31	44	OCT.30-NOV.6	41	OCT.8-OCT.15
	45	NOV.8-NOV.15	46	NOV.14-NOV.21	47	NOV.19-NOV.26	48	DEC.2-DEC.9	45	NOV.10-NOV.17	46	NOV.16-NOV.23	47	NOV.21-NOV.28	48	NOV.27-DEC.4	45	NOV.5-NOV.12
	49	DEC.6-DEC.13	50	DEC.12-DEC.19	51	DEC.17-DEC.24	52	DEC.30-JAN.6	49	DEC.8-DEC.15	50	DEC.14-DEC.21	51	DEC.19-DEC.26	52	DEC.25-JAN.1	49	DEC.3-DEC.10
	53		53		53	DEC.31-JAN.7 III	53		53		53		53		53		53	DEC.31-JAN.7 IV

Unit Quarter	2007 Week Number	2007 Ownership Weeks	2008 Week Number	2008 Ownership Weeks	2009 Week Number	2009 Ownership Weeks	2010 Week Number	2010 Ownership Weeks	2011 Week Number	2011 Ownership Weeks	2012 Week Number	2012 Ownership Weeks	2013 Week Number	2013 Ownership Weeks	2014 Week Number	2014 Ownership Weeks	2015 Week Number	2015 Ownership Weeks
I	3	JAN.21-JAN.28	4	JAN.27-FEB.3	1	JAN.4-JAN.11	2	JAN.10-JAN.17	3	JAN.16-JAN.23	4	JAN.22-JAN.29	1	JAN.6-JAN.13	2	JAN.12-JAN.19	3	JAN.18-JAN.25
	7	FEB.18-FEB.25	8	FEB.24-MAR.2	5	FEB.1-FEB.8	6	FEB.7-FEB.14	7	FEB.13-FEB.20	8	FEB.19-FEB.26	5	FEB.3-FEB.10	6	FEB.9-FEB.16	7	FEB.15-FEB.22
	11	MAR.18-MAR.25	12	MAR.23-MAR.30	9	MAR.1-MAR.8	10	MAR.7-MAR.14	11	MAR.13-MAR.20	12	MAR.18-MAR.25	9	MAR.3-MAR.10	10	MAR.9-MAR.16	11	MAR.15-MAR.22
	15	APR.15-APR.22	16	APR.20-APR.27	13	MAR.29-APR.5	14	APR.4-APR.11	15	APR.10-APR.17	16	APR.15-APR.22	13	MAR.31-APR.7	14	APR.6-APR.13	15	APR.12-APR.19
	19	MAY.13-MAY.20	20	MAY.18-MAY.25	17	APR.26-MAY.3	18	MAY.2-MAY.9	19	MAY.8-MAY.15	20	MAY.13-MAY.20	17	APR.28-MAY.5	18	MAY.4-MAY.11	19	MAY.10-MAY.17
	23	JUN.10-JUN.17	24	JUN.15-JUN.22	21	MAY.24-MAY.31	22	MAY.30-JUN.6	23	JUN.5-JUN.12	24	JUN.10-JUN.17	21	MAY.26-JUN.2	22	JUN.1-JUN.8	23	JUN.7-JUN.14
	27	JUL.8-JUL.15	28	JUL.13-JUL.20	25	JUN.21-JUN.28	26	JUN.27-JUL.4	27	JUL.3-JUL.10	28	JUL.8-JUL.15	25	JUN.23-JUN.30	26	JUN.29-JUL.6	27	JUL.5-JUL.12
	31	AUG.5-AUG.12	32	AUG.10-AUG.17	29	JUL.19-JUL.26	30	JUL.25-AUG.1	31	JUL.31-AUG.7	32	AUG.5-AUG.12	29	JUL.21-JUL.28	30	JUL.27-AUG.3	31	AUG.2-AUG.9
	35	SEP.2-SEP.9	36	SEP.7-SEP.14	33	AUG.16-AUG.23	34	AUG.22-AUG.29	35	AUG.28-SEP.4	36	SEP.2-SEP.9	33	AUG.18-AUG.25	34	AUG.24-AUG.31	35	AUG.30-SEP.6
	39	SEP.30-OCT.7	40	OCT.5-OCT.12	37	SEP.13-SEP.20	38	SEP.19-SEP.26	39	SEP.25-OCT.2	40	SEP.30-OCT.7	37	SEP.15-SEP.22	38	SEP.21-SEP.28	39	SEP.27-OCT.4
	43	OCT.28-NOV.4	44	NOV.2-NOV.9	41	OCT.11-OCT.18	42	OCT.17-OCT.24	43	OCT.23-OCT.30	44	OCT.28-NOV.4	41	OCT.13-OCT.20	42	OCT.19-OCT.26	43	OCT.25-NOV.1
	47	NOV.25-DEC.2	48	NOV.30-DEC.7	45	NOV.8-NOV.15	46	NOV.14-NOV.21	47	NOV.20-NOV.27	48	NOV.25-DEC.2	45	NOV.10-NOV.17	46	NOV.16-NOV.23	47	NOV.22-NOV.29
	51	DEC.23-DEC.30	52	DEC.28-JAN.4	49	DEC.6-DEC.13	50	DEC.12-DEC.19	51	DEC.18-DEC.25	52	DEC.23-DEC.30	49	DEC.8-DEC.15	50	DEC.14-DEC.21	51	DEC.20-DEC.27
II	4	JAN.28-FEB.4	1	JAN.6-JAN.13	2	JAN.11-JAN.18	3	JAN.17-JAN.24	4	JAN.23-JAN.30	1	JAN.1-JAN.8	2	JAN.13-JAN.20	3	JAN.19-JAN.26	4	JAN.25-FEB.1
	8	FEB.25-MAR.4	5	FEB.3-FEB.10	6	FEB.8-FEB.15	7	FEB.14-FEB.21	8	FEB.20-FEB.27	5	JAN.29-FEB.5	6	FEB.10-FEB.17	7	FEB.16-FEB.23	8	FEB.22-MAR.1
	12	MAR.25-APR.1	9	MAR.2-MAR.9	10	MAR.8-MAR.15	11	MAR.14-MAR.21	12	MAR.20-MAR.27	9	FEB.26-MAR.4	10	MAR.10-MAR.17	11	MAR.16-MAR.23	12	MAR.22-MAR.29
	16	APR.22-APR.29	13	MAR.30-APR.6	14	APR.5-APR.12	15	APR.11-APR.18	16	APR.17-APR.24	13	MAR.25-APR.1	14	APR.7-APR.14	15	APR.13-APR.20	16	APR.19-APR.26
	20	MAY.20-MAY.27	17	APR.27-MAY.4	18	MAY.3-MAY.10	19	MAY.9-MAY.16	20	MAY.15-MAY.22	17	APR.22-APR.29	18	MAY.5-MAY.12	19	MAY.11-MAY.18	20	MAY.17-MAY.24
	24	JUN.17-JUN.24	21	MAY.25-JUN.1	22	MAY.31-JUN.7	23	JUN.6-JUN.13	24	JUN.12-JUN.19	21	MAY.20-MAY.27	22	JUN.2-JUN.9	23	JUN.8-JUN.15	24	JUN.14-JUN.21
	28	JUL.15-JUL.22	25	JUN.22-JUN.29	26	JUN.28-JUL.5	27	JUL.4-JUL.11	28	JUL.10-JUL.17	25	JUN.17-JUN.24	26	JUN.30-JUL.7	27	JUL.6-JUL.13	28	JUL.12-JUL.19
	32	AUG.12-AUG.19	29	JUL.20-JUL.27	30	JUL.26-AUG.2	31	AUG.1-AUG.8	32	AUG.7-AUG.14	29	JUL.15-JUL.22	30	JUL.28-AUG.4	31	AUG.3-AUG.10	32	AUG.9-AUG.16
	36	SEP.9-SEP.16	33	AUG.17-AUG.24	34	AUG.23-AUG.30	35	AUG.29-SEP.5	36	SEP.4-SEP.11	33	AUG.12-AUG.19	34	AUG.25-SEP.1	35	AUG.31-SEP.7	36	SEP.6-SEP.13
	40	OCT.7-OCT.14	37	SEP.14-SEP.21	38	SEP.20-SEP.27	39	SEP.26-OCT.3	40	OCT.2-OCT.9	37	SEP.9-SEP.16	38	SEP.22-SEP.29	39	SEP.28-OCT.5	40	OCT.4-OCT.11
	44	NOV.4-NOV.11	41	OCT.12-OCT.19	42	OCT.18-OCT.25	43	OCT.24-OCT.31	44	OCT.30-NOV.6	41	OCT.7-OCT.14	42	OCT.20-OCT.27	43	OCT.26-NOV.2	44	NOV.1-NOV.8
	48	DEC.2-DEC.9	45	NOV.9-NOV.16	46	NOV.15-NOV.22	47	NOV.21-NOV.28	48	NOV.27-DEC.4	45	NOV.4-NOV.11	46	NOV.17-NOV.24	47	NOV.23-NOV.30	48	NOV.29-DEC.6
	52	DEC.30-JAN.6	49	DEC.7-DEC.14	50	DEC.13-DEC.20	51	DEC.19-DEC.26	52	DEC.25-JAN.1	49	DEC.2-DEC.9	50	DEC.15-DEC.22	51	DEC.21-DEC.28	52	DEC.27-JAN.3
III	1	JAN.7-JAN.14	2	JAN.13-JAN.20	3	JAN.18-JAN.25	4	JAN.24-JAN.31	1	JAN.2-JAN.9	2	JAN.8-JAN.15	3	JAN.20-JAN.27	4	JAN.26-FEB.2	1	JAN.4-JAN.11
	5	FEB.4-FEB.11	6	FEB.10-FEB.17	7	FEB.15-FEB.22	8	FEB.21-FEB.28	5	JAN.30-FEB.6	6	FEB.5-FEB.12	7	FEB.17-FEB.24	8	FEB.23-MAR.2	5	FEB.1-FEB.8
	9	MAR.4-MAR.11	10	MAR.9-MAR.16	11	MAR.15-MAR.22	12	MAR.21-MAR.28	9	FEB.27-MAR.6	10	MAR.4-MAR.11	11	MAR.17-MAR.24	12	MAR.23-MAR.30	9	MAR.1-MAR.8
	13	APR.1-APR.8	14	APR.6-APR.13	15	APR.12-APR.19	16	APR.18-APR.25	13	MAR.27-APR.3	14	APR.1-APR.8	15	APR.14-APR.21	16	APR.20-APR.27	13	MAR.29-APR.5
	17	APR.29-MAY.6	18	MAY.4-MAY.11	19	MAY.10-MAY.17	20	MAY.16-MAY.23	17	APR.24-MAY.1	18	APR.29-MAY.6	19	MAY.12-MAY.19	20	MAY.18-MAY.25	17	APR.26-MAY.3
	21	MAY.27-JUN.3	22	JUN.1-JUN.8	23	JUN.7-JUN.14	24	JUN.13-JUN.20	21	MAY.22-MAY.29	22	MAY.27-JUN.3	23	JUN.9-JUN.16	24	JUN.15-JUN.22	21	MAY.24-MAY.31
	25	JUN.24-JUL.1	26	JUN.29-JUL.6	27	JUL.5-JUL.12	28	JUL.11-JUL.18	25	JUN.19-JUN.26	26	JUN.24-JUL.1	27	JUL.7-JUL.14	28	JUL.13-JUL.20	25	JUN.21-JUN.28
	29	JUL.22-JUL.29	30	JUL.27-AUG.3	31	AUG.2-AUG.9	32	AUG.8-AUG.15	29	JUL.17-JUL.24	30	JUL.22-JUL.29	31	AUG.4-AUG.11	32	AUG.10-AUG.17	29	JUL.19-JUL.26
	33	AUG.19-AUG.26	34	AUG.24-AUG.31	35	AUG.30-SEP.6	36	SEP.5-SEP.12	33	AUG.14-AUG.21	34	AUG.19-AUG.26	35	SEP.1-SEP.8	36	SEP.7-SEP.14	33	AUG.16-AUG.23
	37	SEP.16-SEP.23	38	SEP.21-SEP.28	39	SEP.27-OCT.4	40	OCT.3-OCT.10	37	SEP.11-SEP.18	38	SEP.16-SEP.23	39	SEP.29-OCT.6	40	OCT.5-OCT.12	37	SEP.13-SEP.20
	41	OCT.14-OCT.21	42	OCT.19-OCT.26	43	OCT.25-NOV.1	44	OCT.31-NOV.7	41	OCT.9-OCT.16	42	OCT.14-OCT.21	43	OCT.27-NOV.3	44	NOV.2-NOV.9	41	OCT.11-OCT.18
	45	NOV.11-NOV.18	46	NOV.16-NOV.23	47	NOV.22-NOV.29	48	NOV.28-DEC.5	45	NOV.6-NOV.13	46	NOV.11-NOV.18	47	NOV.24-DEC.1	48	NOV.30-DEC.7	45	NOV.8-NOV.15
	49	DEC.9-DEC.16	50	DEC.14-DEC.21	51	DEC.20-DEC.27	52	DEC.26-JAN.2	49	DEC.4-DEC.11	50	DEC.9-DEC.16	51	DEC.22-DEC.29	52	DEC.28-JAN.4	49	DEC.6-DEC.13
IV	2	JAN.14-JAN.21	3	JAN.20-JAN.27	4	JAN.25-FEB.1	1	JAN.3-JAN.10	2	JAN.9-JAN.16	3	JAN.15-JAN.22	4	JAN.27-FEB.3	1	JAN.5-JAN.12	2	JAN.11-JAN.18
	6	FEB.11-FEB.18	7	FEB.17-FEB.24	8	FEB.22-MAR.1	5	JAN.31-FEB.7	6	FEB.6-FEB.13	7	FEB.12-FEB.19	8	FEB.24-MAR.3	5	FEB.2-FEB.9	6	FEB.8-FEB.15
	10	MAR.11-MAR.18	11	MAR.16-MAR.23	12	MAR.22-MAR.29	9	FEB.28-MAR.7	10	MAR.6-MAR.13	11	MAR.11-MAR.18	12	MAR.24-MAR.31	9	MAR.2-MAR.9	10	MAR.8-MAR.15
	14	APR.8-APR.15	15	APR.13-APR.20	16	APR.19-APR.26	13	MAR.28-APR.4	14	APR.3-APR.10	15	APR.8-APR.15	16	APR.21-APR.28	13	MAR.30-APR.6	14	APR.5-APR.12
	18	MAY.6-MAY.13	19	MAY.11-MAY.18	20	MAY.17-MAY.24	17	APR.25-MAY.2	18	MAY.1-MAY.8	19	MAY.6-MAY.13	20	MAY.19-MAY.26	17	APR.27-MAY.4	18	MAY.3-MAY.10
	22	JUN.3-JUN.10	23	JUN.8-JUN.15	24	JUN.14-JUN.21	21	MAY.23-MAY.30	22	MAY.29-JUN.5	23	JUN.3-JUN.10	24	JUN.16-JUN.23	21	MAY.25-JUN.1	22	MAY.31-JUN.7
	26	JUL.1-JUL.8	27	JUL.6-JUL.13	28	JUL.12-JUL.19	25	JUN.20-JUN.27	26	JUN.26-JUL.3	27	JUL.1-JUL.8	28	JUL.14-JUL.21	25	JUN.22-JUN.29	26	JUN.28-JUL.5
	30	JUL.29-AUG.5	31	AUG.3-AUG.10	32	AUG.9-AUG.16	29	JUL.18-JUL.25	30	JUL.24-JUL.31	31	JUL.29-AUG.5	32	AUG.11-AUG.18	29	JUL.20-JUL.27	30	JUL.26-AUG.2
	34	AUG.26-SEP.2	35	AUG.31-SEP.7	36	SEP.6-SEP.13	33	AUG.15-AUG.22	34	AUG.21-AUG.28	35	AUG.26-SEP.2	36	SEP.8-SEP.15	33	AUG.17-AUG.24	34	AUG.23-AUG.30
	38	SEP.23-SEP.30	39	SEP.28-OCT.5	40	OCT.4-OCT.11	37	SEP.12-SEP.19	38	SEP.18-SEP.25	39	SEP.23-SEP.30	40	OCT.6-OCT.13	37	SEP.14-SEP.21	38	SEP.20-SEP.27
	42	OCT.21-OCT.28	43	OCT.26-NOV.2	44	NOV.1-NOV.8	41	OCT.10-OCT.17	42	OCT.16-OCT.23	43	OCT.21-OCT.28	44	NOV.3-NOV.10	41	OCT.12-OCT.19	42	OCT.18-OCT.25
	46	NOV.18-NOV.25	47	NOV.23-NOV.30	48	NOV.29-DEC.6	45	NOV.7-NOV.14	46	NOV.13-NOV.20	47	NOV.18-NOV.25	48	DEC.1-DEC.8	45	NOV.9-NOV.16	46	NOV.15-NOV.22
	50	DEC.16-DEC.23	51	DEC.21-DEC.28	52	DEC.27-JAN.3	49	DEC.5-DEC.12	50	DEC.11-DEC.18	51	DEC.16-DEC.23	52	DEC.29-JAN.5	49	DEC.7-DEC.14	50	DEC.13-DEC.20
	53		53		53		53		53		53	DEC.30-JAN.6	53		53		53	

Unit Quarter	2016 Week Number	2016 Ownership Weeks	2017 Week Number	2017 Ownership Weeks	2018 Week Number	2018 Ownership Weeks	2019 Week Number	2019 Ownership Weeks	2020 Week Number	2020 Ownership Weeks	2021 Week Number	2021 Ownership Weeks	2022 Week Number	2022 Ownership Weeks	2023 Week Number	2023 Ownership Weeks	2024 Week Number	2024 Ownership Weeks
I	4	JAN.24-JAN.31	1	JAN.1-JAN.8	2	JAN.14-JAN.21	3	JAN.20-JAN.27	4	JAN.26-FEB.2	1	JAN.3-JAN.10	2	JAN.9-JAN.16	3	JAN.15-JAN.22	4	JAN.28-FEB.4
	8	FEB.21-FEB.28	5	JAN.29-FEB.5	6	FEB.11-FEB.18	7	FEB.17-FEB.24	8	FEB.23-MAR.1	5	JAN.31-FEB.7	6	FEB.6-FEB.13	7	FEB.12-FEB.19	8	FEB.25-MAR.3
	12	MAR.20-MAR.27	9	FEB.26-MAR.5	10	MAR.11-MAR.18	11	MAR.17-MAR.24	12	MAR.22-MAR.29	9	FEB.28-MAR.7	10	MAR.6-MAR.13	11	MAR.12-MAR.19	12	MAR.24-MAR.31
	16	APR.17-APR.24	13	MAR.26-APR.2	14	APR.8-APR.15	15	APR.14-APR.21	16	APR.19-APR.26	13	MAR.28-APR.4	14	APR.3-APR.10	15	APR.9-APR.16	16	APR.21-APR.28
	20	MAY.15-MAY.22	17	APR.23-APR.30	18	MAY.6-MAY.13	19	MAY.12-MAY.19	20	MAY.17-MAY.24	17	APR.25-MAY.2	18	MAY.1-MAY.8	19	MAY.7-MAY.14	20	MAY.19-MAY.26
	24	JUN.12-JUN.19	21	MAY.21-MAY.28	22	JUN.3-JUN.10	23	JUN.9-JUN.16	24	JUN.14-JUN.21	21	MAY.23-MAY.30	22	MAY.29-JUN.5	23	JUN.4-JUN.11	24	JUN.16-JUN.23
	28	JUL.10-JUL.17	25	JUN.18-JUN.25	26	JUL.1-JUL.8	27	JUL.7-JUL.14	28	JUL.12-JUL.19	25	JUN.20-JUN.27	26	JUN.26-JUL.3	27	JUL.2-JUL.9	28	JUL.14-JUL.21
	32	AUG.7-AUG.14	29	JUL.16-JUL.23	30	JUL.29-AUG.5	31	AUG.4-AUG.11	32	AUG.9-AUG.16	29	JUL.18-JUL.25	30	JUL.24-JUL.31	31	JUL.30-AUG.6	32	AUG.11-AUG.18
	36	SEP.4-SEP.11	33	AUG.13-AUG.20	34	AUG.26-SEP.2	35	SEP.1-SEP.8	36	SEP.6-SEP.13	33	AUG.15-AUG.22	34	AUG.21-AUG.28	35	AUG.27-SEP.3	36	SEP.8-SEP.15
	40	OCT.2-OCT.9	37	SEP.10-SEP.17	38	SEP.23-SEP.30	39	SEP.29-OCT.6	40	OCT.4-OCT.11	37	SEP.12-SEP.19	38	SEP.18-SEP.25	39	SEP.24-OCT.1	40	OCT.6-OCT.13
	44	OCT.30-NOV.6	41	OCT.8-OCT.15	42	OCT.21-OCT.28	43	OCT.27-NOV.3	44	NOV.1-NOV.8	41	OCT.10-OCT.17	42	OCT.16-OCT.23	43	OCT.22-OCT.29	44	NOV.3-NOV.10
	48	NOV.27-DEC.4	45	NOV.5-NOV.12	46	NOV.18-NOV.25	47	NOV.24-DEC.1	48	NOV.29-DEC.6	45	NOV.7-NOV.14	46	NOV.13-NOV.20	47	NOV.19-NOV.26	48	DEC.1-DEC.8
	52	DEC.25-JAN.1	49	DEC.3-DEC.10	50	DEC.16-DEC.23	51	DEC.22-DEC.29	52	DEC.27-JAN.3	49	DEC.5-DEC.12	50	DEC.11-DEC.18	51	DEC.17-DEC.24	52	DEC.29-JAN.5
II	1	JAN.3-JAN.10	2	JAN.8-JAN.15	3	JAN.21-JAN.28	4	JAN.27-FEB.3	1	JAN.5-JAN.12	2	JAN.10-JAN.17	3	JAN.16-JAN.23	4	JAN.22-JAN.29	1	JAN.7-JAN.14
	5	JAN.31-FEB.7	6	FEB.5-FEB.12	7	FEB.18-FEB.25	8	FEB.24-MAR.3	5	FEB.2-FEB.9	6	FEB.7-FEB.14	7	FEB.13-FEB.20	8	FEB.19-FEB.26	5	FEB.4-FEB.11
	9	FEB.28-MAR.6	10	MAR.5-MAR.12	11	MAR.18-MAR.25	12	MAR.24-MAR.31	9	MAR.1-MAR.8	10	MAR.7-MAR.14	11	MAR.13-MAR.20	12	MAR.19-MAR.26	9	MAR.3-MAR.10
	13	MAR.27-APR.3	14	APR.2-APR.9	15	APR.15-APR.22	16	APR.21-APR.28	13	MAR.29-APR.5	14	APR.4-APR.11	15	APR.10-APR.17	16	APR.16-APR.23	13	MAR.31-APR.7
	17	APR.24-MAY.1	18	APR.30-MAY.7	19	MAY.13-MAY.20	20	MAY.19-MAY.26	17	APR.26-MAY.3	18	MAY.2-MAY.9	19	MAY.8-MAY.15	20	MAY.14-MAY.21	17	APR.28-MAY.5
	21	MAY.22-MAY.29	22	MAY.28-JUN.4	23	JUN.10-JUN.17	24	JUN.16-JUN.23	21	MAY.24-MAY.31	22	MAY.30-JUN.6	23	JUN.5-JUN.12	24	JUN.11-JUN.18	21	MAY.26-JUN.2
	25	JUN.19-JUN.26	26	JUN.25-JUL.2	27	JUL.8-JUL.15	28	JUL.14-JUL.21	25	JUN.21-JUN.28	26	JUN.27-JUL.4	27	JUL.3-JUL.10	28	JUL.9-JUL.16	25	JUN.23-JUN.30
	29	JUL.17-JUL.24	30	JUL.23-JUL.30	31	AUG.5-AUG.12	32	AUG.11-AUG.18	29	JUL.19-JUL.26	30	JUL.25-AUG.1	31	JUL.31-AUG.7	32	AUG.6-AUG.13	29	JUL.21-JUL.28
	33	AUG.14-AUG.21	34	AUG.20-AUG.27	35	SEP.2-SEP.9	36	SEP.8-SEP.15	33	AUG.16-AUG.23	34	AUG.22-AUG.29	35	AUG.28-SEP.4	36	SEP.3-SEP.10	33	AUG.18-AUG.25
	37	SEP.11-SEP.18	38	SEP.17-SEP.24	39	SEP.30-OCT.7	40	OCT.6-OCT.13	37	SEP.13-SEP.20	38	SEP.19-SEP.26	39	SEP.25-OCT.2	40	OCT.1-OCT.8	37	SEP.15-SEP.22
	41	OCT.9-OCT.16	42	OCT.15-OCT.22	43	OCT.28-NOV.4	44	NOV.3-NOV.10	41	OCT.11-OCT.18	42	OCT.17-OCT.24	43	OCT.23-OCT.30	44	OCT.29-NOV.5	41	OCT.13-OCT.20
	45	NOV.6-NOV.13	46	NOV.12-NOV.19	47	NOV.25-DEC.2	48	DEC.1-DEC.8	45	NOV.8-NOV.15	46	NOV.14-NOV.21	47	NOV.20-NOV.27	48	NOV.26-DEC.3	45	NOV.10-NOV.17
	49	DEC.4-DEC.11	50	DEC.10-DEC.17	51	DEC.23-DEC.30	52	DEC.29-JAN.5	49	DEC.6-DEC.13	50	DEC.12-DEC.19	51	DEC.18-DEC.25	52	DEC.24-DEC.31	49	DEC.8-DEC.15
III	2	JAN.10-JAN.17	3	JAN.15-JAN.22	4	JAN.28-FEB.4	1	JAN.6-JAN.13	2	JAN.12-JAN.19	3	JAN.17-JAN.24	4	JAN.23-JAN.30	1	JAN.1-JAN.8	2	JAN.14-JAN.21
	6	FEB.7-FEB.14	7	FEB.12-FEB.19	8	FEB.25-MAR.4	5	FEB.3-FEB.10	6	FEB.9-FEB.16	7	FEB.14-FEB.21	8	FEB.20-FEB.27	5	JAN.29-FEB.5	6	FEB.11-FEB.18
	10	MAR.6-MAR.13	11	MAR.12-MAR.19	12	MAR.25-APR.1	9	MAR.3-MAR.10	10	MAR.8-MAR.15	11	MAR.14-MAR.21	12	MAR.20-MAR.27	9	FEB.26-MAR.5	10	MAR.10-MAR.17
	14	APR.3-APR.10	15	APR.9-APR.16	16	APR.22-APR.29	13	MAR.31-APR.7	14	APR.5-APR.12	15	APR.11-APR.18	16	APR.17-APR.24	13	MAR.26-APR.2	14	APR.7-APR.14
	18	MAY.1-MAY.8	19	MAY.7-MAY.14	20	MAY.20-MAY.27	17	APR.28-MAY.5	18	MAY.3-MAY.10	19	MAY.9-MAY.16	20	MAY.15-MAY.22	17	APR.23-APR.30	18	MAY.5-MAY.12
	22	MAY.29-JUN.5	23	JUN.4-JUN.11	24	JUN.17-JUN.24	21	MAY.26-JUN.2	22	MAY.31-JUN.7	23	JUN.6-JUN.13	24	JUN.12-JUN.19	21	MAY.21-MAY.28	22	JUN.2-JUN.9
	26	JUN.26-JUL.3	27	JUL.2-JUL.9	28	JUL.15-JUL.22	25	JUN.23-JUN.30	26	JUN.28-JUL.5	27	JUL.4-JUL.11	28	JUL.10-JUL.17	25	JUN.18-JUN.25	26	JUN.30-JUL.7
	30	JUL.24-JUL.31	31	JUL.30-AUG.6	32	AUG.12-AUG.19	29	JUL.21-JUL.28	30	JUL.26-AUG.2	31	AUG.1-AUG.8	32	AUG.7-AUG.14	29	JUL.16-JUL.23	30	JUL.28-AUG.4
	34	AUG.21-AUG.28	35	AUG.27-SEP.3	36	SEP.9-SEP.16	33	AUG.18-AUG.25	34	AUG.23-AUG.30	35	AUG.29-SEP.5	36	SEP.4-SEP.11	33	AUG.13-AUG.20	34	AUG.25-SEP.1
	38	SEP.18-SEP.25	39	SEP.24-OCT.1	40	OCT.7-OCT.14	37	SEP.15-SEP.22	38	SEP.20-SEP.27	39	SEP.26-OCT.3	40	OCT.2-OCT.9	37	SEP.10-SEP.17	38	SEP.22-SEP.29
	42	OCT.16-OCT.23	43	OCT.22-OCT.29	44	NOV.4-NOV.11	41	OCT.13-OCT.20	42	OCT.18-OCT.25	43	OCT.24-OCT.31	44	OCT.30-NOV.6	41	OCT.8-OCT.15	42	OCT.20-OCT.27
	46	NOV.13-NOV.20	47	NOV.19-NOV.26	48	DEC.2-DEC.9	45	NOV.10-NOV.17	46	NOV.15-NOV.22	47	NOV.21-NOV.28	48	NOV.27-DEC.4	45	NOV.5-NOV.12	46	NOV.17-NOV.24
	50	DEC.11-DEC.18	51	DEC.17-DEC.24	52	DEC.30-JAN.6	49	DEC.8-DEC.15	50	DEC.13-DEC.20	51	DEC.19-DEC.26	52	DEC.25-JAN.1	49	DEC.3-DEC.10	50	DEC.15-DEC.22
IV	3	JAN.17-JAN.24	4	JAN.22-JAN.29	1	JAN.7-JAN.14	2	JAN.13-JAN.20	3	JAN.19-JAN.26	4	JAN.24-JAN.31	1	JAN.2-JAN.9	2	JAN.8-JAN.15	3	JAN.21-JAN.28
	7	FEB.14-FEB.21	8	FEB.19-FEB.26	5	FEB.4-FEB.11	6	FEB.10-FEB.17	7	FEB.16-FEB.23	8	FEB.21-FEB.28	5	JAN.30-FEB.6	6	FEB.5-FEB.12	7	FEB.18-FEB.25
	11	MAR.13-MAR.20	12	MAR.19-MAR.26	9	MAR.4-MAR.11	10	MAR.10-MAR.17	11	MAR.15-MAR.22	12	MAR.21-MAR.28	9	FEB.27-MAR.6	10	MAR.5-MAR.12	11	MAR.17-MAR.24
	15	APR.10-APR.17	16	APR.16-APR.23	13	APR.1-APR.8	14	APR.7-APR.14	15	APR.12-APR.19	16	APR.18-APR.25	13	MAR.27-APR.3	14	APR.2-APR.9	15	APR.14-APR.21
	19	MAY.8-MAY.15	20	MAY.14-MAY.21	17	APR.29-MAY.6	18	MAY.5-MAY.12	19	MAY.10-MAY.17	20	MAY.16-MAY.23	17	APR.24-MAY.1	18	APR.30-MAY.7	19	MAY.12-MAY.19
	23	JUN.5-JUN.12	24	JUN.11-JUN.18	21	MAY.27-JUN.3	22	JUN.2-JUN.9	23	JUN.7-JUN.14	24	JUN.13-JUN.20	21	MAY.22-MAY.29	22	MAY.28-JUN.4	23	JUN.9-JUN.16
	27	JUL.3-JUL.10	28	JUL.9-JUL.16	25	JUN.24-JUL.1	26	JUN.30-JUL.7	27	JUL.5-JUL.12	28	JUL.11-JUL.18	25	JUN.19-JUN.26	26	JUN.25-JUL.2	27	JUL.7-JUL.14
	31	JUL.31-AUG.7	32	AUG.6-AUG.13	29	JUL.22-JUL.29	30	JUL.28-AUG.4	31	AUG.2-AUG.9	32	AUG.8-AUG.15	29	JUL.17-JUL.24	30	JUL.23-JUL.30	31	AUG.4-AUG.11
	35	AUG.28-SEP.4	36	SEP.3-SEP.10	33	AUG.19-AUG.26	34	AUG.25-SEP.1	35	AUG.30-SEP.6	36	SEP.5-SEP.12	33	AUG.14-AUG.21	34	AUG.20-AUG.27	35	SEP.1-SEP.8
	39	SEP.25-OCT.2	40	OCT.1-OCT.8	37	SEP.16-SEP.23	38	SEP.22-SEP.29	39	SEP.27-OCT.4	40	OCT.3-OCT.10	37	SEP.11-SEP.18	38	SEP.17-SEP.24	39	SEP.29-OCT.6
	43	OCT.23-OCT.30	44	OCT.29-NOV.5	41	OCT.14-OCT.21	42	OCT.20-OCT.27	43	OCT.25-NOV.1	44	OCT.31-NOV.7	41	OCT.9-OCT.16	42	OCT.15-OCT.22	43	OCT.27-NOV.3
	47	NOV.20-NOV.27	48	NOV.26-DEC.3	45	NOV.11-NOV.18	46	NOV.17-NOV.24	47	NOV.22-NOV.29	48	NOV.28-DEC.5	45	NOV.6-NOV.13	46	NOV.12-NOV.19	47	NOV.24-DEC.1
	51	DEC.18-DEC.25	52	DEC.24-DEC.31	49	DEC.9-DEC.16	50	DEC.15-DEC.22	51	DEC.20-DEC.27	52	DEC.26-JAN.2	49	DEC.4-DEC.11	50	DEC.10-DEC.17	51	DEC.22-DEC.29
	53		53	DEC.31-JAN.7	53		53		53		53		53		53	DEC.31-JAN.7	53	
				II												III		

Unit Quarter	2025 Week Number	2025 Ownership Weeks	2026 Week Number	2026 Ownership Weeks	2027 Week Number	2027 Ownership Weeks	2028 Week Number	2028 Ownership Weeks	2029 Week Number	2029 Ownership Weeks	2030 Week Number	2030 Ownership Weeks	2031 Week Number	2031 Ownership Weeks	2032 Week Number	2032 Ownership Weeks	2033 Week Number	2033 Ownership Weeks
I	1	JAN.5-JAN.12	2	JAN.11-JAN.18	3	JAN.17-JAN.24	4	JAN.23-JAN.30	1	JAN.7-JAN.14	2	JAN.13-JAN.20	3	JAN.19-JAN.26	4	JAN.25-FEB.1	1	JAN.2-JAN.9
	5	FEB.2-FEB.9	6	FEB.8-FEB.15	7	FEB.14-FEB.21	8	FEB.20-FEB.27	5	FEB.4-FEB.11	6	FEB.10-FEB.17	7	FEB.16-FEB.23	8	FEB.22-FEB.29	5	JAN.30-FEB.6
	9	MAR.2-MAR.9	10	MAR.8-MAR.15	11	MAR.14-MAR.21	12	MAR.19-MAR.26	9	MAR.4-MAR.11	10	MAR.10-MAR.17	11	MAR.16-MAR.23	12	MAR.21-MAR.28	9	FEB.27-MAR.6
	13	MAR.30-APR.6	14	APR.5-APR.12	15	APR.11-APR.18	16	APR.16-APR.23	13	APR.1-APR.8	14	APR.7-APR.14	15	APR.13-APR.20	16	APR.18-APR.25	13	MAR.27-APR.3
	17	APR.27-MAY.4	18	MAY.3-MAY.10	19	MAY.9-MAY.16	20	MAY.14-MAY.21	17	APR.29-MAY.6	18	MAY.5-MAY.12	19	MAY.11-MAY.18	20	MAY.16-MAY.23	17	APR.24-MAY.1
	21	MAY.25-JUN.1	22	MAY.31-JUN.7	23	JUN.6-JUN.13	24	JUN.11-JUN.18	21	MAY.27-JUN.3	22	JUN.2-JUN.9	23	JUN.8-JUN.15	24	JUN.13-JUN.20	21	MAY.22-MAY.29
	25	JUN.22-JUN.29	26	JUN.28-JUL.5	27	JUL.4-JUL.11	28	JUL.9-JUL.16	25	JUN.24-JUL.1	26	JUN.30-JUL.7	27	JUL.6-JUL.13	28	JUL.11-JUL.18	25	JUN.19-JUN.26
	29	JUL.20-JUL.27	30	JUL.26-AUG.2	31	AUG.1-AUG.8	32	AUG.6-AUG.13	29	JUL.22-JUL.29	30	JUL.28-AUG.4	31	AUG.3-AUG.10	32	AUG.8-AUG.15	29	JUL.17-JUL.24
	33	AUG.17-AUG.24	34	AUG.23-AUG.30	35	AUG.29-SEP.5	36	SEP.3-SEP.10	33	AUG.19-AUG.26	34	AUG.25-SEP.1	35	AUG.31-SEP.7	36	SEP.5-SEP.12	33	AUG.14-AUG.21
	37	SEP.14-SEP.21	38	SEP.20-SEP.27	39	SEP.26-OCT.3	40	OCT.1-OCT.8	37	SEP.16-SEP.23	38	SEP.22-SEP.29	39	SEP.28-OCT.5	40	OCT.3-OCT.10	37	SEP.11-SEP.18
	41	OCT.12-OCT.19	42	OCT.18-OCT.25	43	OCT.24-OCT.31	44	OCT.29-NOV.5	41	OCT.14-OCT.21	42	OCT.20-OCT.27	43	OCT.26-NOV.2	44	OCT.31-NOV.7	41	OCT.9-OCT.16
	45	NOV.9-NOV.16	46	NOV.15-NOV.22	47	NOV.21-NOV.28	48	NOV.26-DEC.3	45	NOV.11-NOV.18	46	NOV.17-NOV.24	47	NOV.23-NOV.30	48	NOV.28-DEC.5	45	NOV.6-NOV.13
	49	DEC.7-DEC.14	50	DEC.13-DEC.20	51	DEC.19-DEC.26	52	DEC.24-DEC.31	49	DEC.9-DEC.16	50	DEC.15-DEC.22	51	DEC.21-DEC.28	52	DEC.26-JAN.2	49	DEC.4-DEC.11
II	2	JAN.12-JAN.19	3	JAN.18-JAN.25	4	JAN.24-JAN.31	1	JAN.2-JAN.9	2	JAN.14-JAN.21	3	JAN.20-JAN.27	4	JAN.26-FEB.2	1	JAN.4-JAN.11	2	JAN.9-JAN.16
	6	FEB.9-FEB.16	7	FEB.15-FEB.22	8	FEB.21-FEB.28	5	JAN.30-FEB.6	6	FEB.11-FEB.18	7	FEB.17-FEB.24	8	FEB.23-MAR.2	5	FEB.1-FEB.8	6	FEB.6-FEB.13
	10	MAR.9-MAR.16	11	MAR.15-MAR.22	12	MAR.21-MAR.28	9	FEB.27-MAR.5	10	MAR.11-MAR.18	11	MAR.17-MAR.24	12	MAR.23-MAR.30	9	FEB.29-MAR.7	10	MAR.6-MAR.13
	14	APR.6-APR.13	15	APR.12-APR.19	16	APR.18-APR.25	13	MAR.26-APR.2	14	APR.8-APR.15	15	APR.14-APR.21	16	APR.20-APR.27	13	MAR.28-APR.4	14	APR.3-APR.10
	18	MAY.4-MAY.11	19	MAY.10-MAY.17	20	MAY.16-MAY.23	17	APR.23-APR.30	18	MAY.6-MAY.13	19	MAY.12-MAY.19	20	MAY.18-MAY.25	17	APR.25-MAY.2	18	MAY.1-MAY.8
	22	JUN.1-JUN.8	23	JUN.7-JUN.14	24	JUN.13-JUN.20	21	MAY.21-MAY.28	22	JUN.3-JUN.10	23	JUN.9-JUN.16	24	JUN.15-JUN.22	21	MAY.23-MAY.30	22	MAY.29-JUN.5
	26	JUN.29-JUL.6	27	JUL.5-JUL.12	28	JUL.11-JUL.18	25	JUN.18-JUN.25	26	JUL.1-JUL.8	27	JUL.7-JUL.14	28	JUL.13-JUL.20	25	JUN.20-JUN.27	26	JUN.26-JUL.3
	30	JUL.27-AUG.3	31	AUG.2-AUG.9	32	AUG.8-AUG.15	29	JUL.16-JUL.23	30	JUL.29-AUG.5	31	AUG.4-AUG.11	32	AUG.10-AUG.17	29	JUL.18-JUL.25	30	JUL.24-JUL.31
	34	AUG.24-AUG.31	35	AUG.30-SEP.6	36	SEP.5-SEP.12	33	AUG.13-AUG.20	34	AUG.26-SEP.2	35	SEP.1-SEP.8	36	SEP.7-SEP.14	33	AUG.15-AUG.22	34	AUG.21-AUG.28
	38	SEP.21-SEP.28	39	SEP.27-OCT.4	40	OCT.3-OCT.10	37	SEP.10-SEP.17	38	SEP.23-SEP.30	39	SEP.29-OCT.6	40	OCT.5-OCT.12	37	SEP.12-SEP.19	38	SEP.18-SEP.25
	42	OCT.19-OCT.26	43	OCT.25-NOV.1	44	OCT.31-NOV.7	41	OCT.8-OCT.15	42	OCT.21-OCT.28	43	OCT.27-NOV.3	44	NOV.2-NOV.9	41	OCT.10-OCT.17	42	OCT.16-OCT.23
	46	NOV.16-NOV.23	47	NOV.22-NOV.29	48	NOV.28-DEC.5	45	NOV.5-NOV.12	46	NOV.18-NOV.25	47	NOV.24-DEC.1	48	NOV.30-DEC.7	45	NOV.7-NOV.14	46	NOV.13-NOV.20
	50	DEC.14-DEC.21	51	DEC.20-DEC.27	52	DEC.26-JAN.2	49	DEC.3-DEC.10	50	DEC.16-DEC.23	51	DEC.22-DEC.29	52	DEC.28-JAN.4	49	DEC.5-DEC.12	50	DEC.11-DEC.18
III	3	JAN.19-JAN.26	4	JAN.25-FEB.1	1	JAN.3-JAN.10	2	JAN.9-JAN.16	3	JAN.21-JAN.28	4	JAN.27-FEB.3	1	JAN.5-JAN.12	2	JAN.11-JAN.18	3	JAN.16-JAN.23
	7	FEB.16-FEB.23	8	FEB.22-MAR.1	5	JAN.31-FEB.7	6	FEB.6-FEB.13	7	FEB.18-FEB.25	8	FEB.24-MAR.3	5	FEB.2-FEB.9	6	FEB.8-FEB.15	7	FEB.13-FEB.20
	11	MAR.16-MAR.23	12	MAR.22-MAR.29	9	FEB.28-MAR.7	10	MAR.5-MAR.12	11	MAR.18-MAR.25	12	MAR.24-MAR.31	9	MAR.2-MAR.9	10	MAR.7-MAR.14	11	MAR.13-MAR.20
	15	APR.13-APR.20	16	APR.19-APR.26	13	MAR.28-APR.4	14	APR.2-APR.9	15	APR.15-APR.22	16	APR.21-APR.28	13	MAR.30-APR.6	14	APR.4-APR.11	15	APR.10-APR.17
	19	MAY.11-MAY.18	20	MAY.17-MAY.24	17	APR.25-MAY.2	18	APR.30-MAY.7	19	MAY.13-MAY.20	20	MAY.19-MAY.26	17	APR.27-MAY.4	18	MAY.2-MAY.9	19	MAY.8-MAY.15
	23	JUN.8-JUN.15	24	JUN.14-JUN.21	21	MAY.23-MAY.30	22	MAY.28-JUN.4	23	JUN.10-JUN.17	24	JUN.16-JUN.23	21	MAY.25-JUN.1	22	MAY.30-JUN.6	23	JUN.5-JUN.12
	27	JUL.6-JUL.13	28	JUL.12-JUL.19	25	JUN.20-JUN.27	26	JUN.25-JUL.2	27	JUL.8-JUL.15	28	JUL.14-JUL.21	25	JUN.22-JUN.29	26	JUN.27-JUL.4	27	JUL.3-JUL.10
	31	AUG.3-AUG.10	32	AUG.9-AUG.16	29	JUL.18-JUL.25	30	JUL.23-JUL.30	31	AUG.5-AUG.12	32	AUG.11-AUG.18	29	JUL.20-JUL.27	30	JUL.25-AUG.1	31	JUL.31-AUG.7
	35	AUG.31-SEP.7	36	SEP.6-SEP.13	33	AUG.15-AUG.22	34	AUG.20-AUG.27	35	SEP.2-SEP.9	36	SEP.8-SEP.15	33	AUG.17-AUG.24	34	AUG.22-AUG.29	35	AUG.28-SEP.4
	39	SEP.28-OCT.5	40	OCT.4-OCT.11	37	SEP.12-SEP.19	38	SEP.17-SEP.24	39	SEP.30-OCT.7	40	OCT.6-OCT.13	37	SEP.14-SEP.21	38	SEP.19-SEP.26	39	SEP.25-OCT.2
	43	OCT.26-NOV.2	44	NOV.1-NOV.8	41	OCT.10-OCT.17	42	OCT.15-OCT.22	43	OCT.28-NOV.4	44	NOV.3-NOV.10	41	OCT.12-OCT.19	42	OCT.17-OCT.24	43	OCT.23-OCT.30
	47	NOV.23-NOV.30	48	NOV.29-DEC.6	45	NOV.7-NOV.14	46	NOV.12-NOV.19	47	NOV.25-DEC.2	48	DEC.1-DEC.8	45	NOV.9-NOV.16	46	NOV.14-NOV.21	47	NOV.20-NOV.27
	51	DEC.21-DEC.28	52	DEC.27-JAN.3	49	DEC.5-DEC.12	50	DEC.10-DEC.17	51	DEC.23-DEC.30	52	DEC.29-JAN.5	49	DEC.7-DEC.14	50	DEC.12-DEC.19	51	DEC.18-DEC.25
IV	4	JAN.26-FEB.2	1	JAN.4-JAN.11	2	JAN.10-JAN.17	3	JAN.16-JAN.23	4	JAN.28-FEB.4	1	JAN.6-JAN.13	2	JAN.12-JAN.19	3	JAN.18-JAN.25	4	JAN.23-JAN.30
	8	FEB.23-MAR.2	5	FEB.1-FEB.8	6	FEB.7-FEB.14	7	FEB.13-FEB.20	8	FEB.25-MAR.4	5	FEB.3-FEB.10	6	FEB.9-FEB.16	7	FEB.15-FEB.22	8	FEB.20-FEB.27
	12	MAR.23-MAR.30	9	MAR.1-MAR.8	10	MAR.7-MAR.14	11	MAR.12-MAR.19	12	MAR.25-APR.1	9	MAR.3-MAR.10	10	MAR.9-MAR.16	11	MAR.14-MAR.21	12	MAR.20-MAR.27
	16	APR.20-APR.27	13	MAR.29-APR.5	14	APR.4-APR.11	15	APR.9-APR.16	16	APR.22-APR.29	13	MAR.31-APR.7	14	APR.6-APR.13	15	APR.11-APR.18	16	APR.17-APR.24
	20	MAY.18-MAY.25	17	APR.26-MAY.3	18	MAY.2-MAY.9	19	MAY.7-MAY.14	20	MAY.20-MAY.27	17	APR.28-MAY.5	18	MAY.4-MAY.11	19	MAY.9-MAY.16	20	MAY.15-MAY.22
	24	JUN.15-JUN.22	21	MAY.24-MAY.31	22	MAY.30-JUN.6	23	JUN.4-JUN.11	24	JUN.17-JUN.24	21	MAY.26-JUN.2	22	JUN.1-JUN.8	23	JUN.6-JUN.13	24	JUN.12-JUN.19
	28	JUL.13-JUL.20	25	JUN.21-JUN.28	26	JUN.27-JUL.4	27	JUL.2-JUL.9	28	JUL.15-JUL.22	25	JUN.23-JUN.30	26	JUN.29-JUL.6	27	JUL.4-JUL.11	28	JUL.10-JUL.17
	32	AUG.10-AUG.17	29	JUL.19-JUL.26	30	JUL.25-AUG.1	31	JUL.30-AUG.6	32	AUG.12-AUG.19	29	JUL.21-JUL.28	30	JUL.27-AUG.3	31	AUG.1-AUG.8	32	AUG.7-AUG.14
	36	SEP.7-SEP.14	33	AUG.16-AUG.23	34	AUG.22-AUG.29	35	AUG.27-SEP.3	36	SEP.9-SEP.16	33	AUG.18-AUG.25	34	AUG.24-AUG.31	35	AUG.29-SEP.5	36	SEP.4-SEP.11
	40	OCT.5-OCT.12	37	SEP.13-SEP.20	38	SEP.19-SEP.26	39	SEP.24-OCT.1	40	OCT.7-OCT.14	37	SEP.15-SEP.22	38	SEP.21-SEP.28	39	SEP.26-OCT.3	40	OCT.2-OCT.9
	44	NOV.2-NOV.9	41	OCT.11-OCT.18	42	OCT.17-OCT.24	43	OCT.22-OCT.29	44	NOV.4-NOV.11	41	OCT.13-OCT.20	42	OCT.19-OCT.26	43	OCT.24-OCT.31	44	OCT.30-NOV.6
	48	NOV.30-DEC.7	45	NOV.8-NOV.15	46	NOV.14-NOV.21	47	NOV.19-NOV.26	48	DEC.2-DEC.9	45	NOV.10-NOV.17	46	NOV.16-NOV.23	47	NOV.21-NOV.28	48	NOV.27-DEC.4
	52	DEC.28-JAN.4	49	DEC.6-DEC.13	50	DEC.12-DEC.19	51	DEC.17-DEC.24	52	DEC.30-JAN.6	49	DEC.8-DEC.15	50	DEC.14-DEC.21	51	DEC.19-DEC.26	52	DEC.25-JAN.1
	53		53		53		53	DEC.31-JAN.7 IV	53		53		53		53		53	

Unit Quarter	2043 Week Number	2043 Ownership Weeks	2044 Week Number	2044 Ownership Weeks	2045 Week Number	2045 Ownership Weeks	2046 Week Number	2046 Ownership Weeks	2047 Week Number	2047 Ownership Weeks	2048 Week Number	2048 Ownership Weeks	2049 Week Number	2049 Ownership Weeks
I	3	JAN.18-JAN.25	4	JAN.24-JAN.31	1	JAN.1-JAN.8	2	JAN.14-JAN.21	3	JAN.20-JAN.27	4	JAN.26-FEB.2	1	JAN.3-JAN.10
	7	FEB.15-FEB.22	8	FEB.21-FEB.28	5	JAN.29-FEB.5	6	FEB.11-FEB.18	7	FEB.17-FEB.24	8	FEB.23-MAR.1	5	JAN.31-FEB.7
	11	MAR.15-MAR.22	12	MAR.20-MAR.27	9	FEB.26-MAR.5	10	MAR.11-MAR.18	11	MAR.17-MAR.24	12	MAR.22-MAR.29	9	FEB.28-MAR.7
	15	APR.12-APR.19	16	APR.17-APR.24	13	MAR.26-APR.2	14	APR.8-APR.15	15	APR.14-APR.21	16	APR.19-APR.26	13	MAR.28-APR.4
	19	MAY.10-MAY.17	20	MAY.15-MAY.22	17	APR.23-APR.30	18	MAY.6-MAY.13	19	MAY.12-MAY.19	20	MAY.17-MAY.24	17	APR.25-MAY.2
	23	JUN.7-JUN.14	24	JUN.12-JUN.19	21	MAY.21-MAY.28	22	JUN.3-JUN.10	23	JUN.9-JUN.16	24	JUN.14-JUN.21	21	MAY.23-MAY.30
	27	JUL.5-JUL.12	28	JUL.10-JUL.17	25	JUN.18-JUN.25	26	JUL.1-JUL.8	27	JUL.7-JUL.14	28	JUL.12-JUL.19	25	JUN.20-JUN.27
	31	AUG.2-AUG.9	32	AUG.7-AUG.14	29	JUL.16-JUL.23	30	JUL.29-AUG.5	31	AUG.4-AUG.11	32	AUG.9-AUG.16	29	JUL.18-JUL.25
	35	AUG.30-SEP.6	36	SEP.4-SEP.11	33	AUG.13-AUG.20	34	AUG.26-SEP.2	35	SEP.1-SEP.8	36	SEP.6-SEP.13	33	AUG.15-AUG.22
	39	SEP.27-OCT.4	40	OCT.2-OCT.9	37	SEP.10-SEP.17	38	SEP.23-SEP.30	39	SEP.29-OCT.6	40	OCT.4-OCT.11	37	SEP.12-SEP.19
	43	OCT.25-NOV.1	44	OCT.30-NOV.6	41	OCT.8-OCT.15	42	OCT.21-OCT.28	43	OCT.27-NOV.3	44	NOV.1-NOV.8	41	OCT.10-OCT.17
	47	NOV.22-NOV.29	48	NOV.27-DEC.4	45	NOV.5-NOV.12	46	NOV.18-NOV.25	47	NOV.24-DEC.1	48	NOV.29-DEC.6	45	NOV.7-NOV.14
	51	DEC.20-DEC.27	52	DEC.25-JAN.1	49	DEC.3-DEC.10	50	DEC.16-DEC.23	51	DEC.22-DEC.29	52	DEC.27-JAN.3	49	DEC.5-DEC.12
II	4	JAN.25-FEB.1	1	JAN.3-JAN.10	2	JAN.8-JAN.15	3	JAN.21-JAN.28	4	JAN.27-FEB.3	1	JAN.5-JAN.12	2	JAN.10-JAN.17
	8	FEB.22-MAR.1	5	JAN.31-FEB.7	6	FEB.5-FEB.12	7	FEB.18-FEB.25	8	FEB.24-MAR.3	5	FEB.2-FEB.9	6	FEB.7-FEB.14
	12	MAR.22-MAR.29	9	FEB.28-MAR.6	10	MAR.5-MAR.12	11	MAR.18-MAR.25	12	MAR.24-MAR.31	9	MAR.1-MAR.8	10	MAR.7-MAR.14
	16	APR.19-APR.26	13	MAR.27-APR.3	14	APR.2-APR.9	15	APR.15-APR.22	16	APR.21-APR.28	13	MAR.29-APR.5	14	APR.4-APR.11
	20	MAY.17-MAY.24	17	APR.24-MAY.1	18	APR.30-MAY.7	19	MAY.13-MAY.20	20	MAY.19-MAY.26	17	APR.26-MAY.3	18	MAY.2-MAY.9
	24	JUN.14-JUN.21	21	MAY.22-MAY.29	22	MAY.28-JUN.4	23	JUN.10-JUN.17	24	JUN.16-JUN.23	21	MAY.24-MAY.31	22	MAY.30-JUN.6
	28	JUL.12-JUL.19	25	JUN.19-JUN.26	26	JUN.25-JUL.2	27	JUL.8-JUL.15	28	JUL.14-JUL.21	25	JUN.21-JUN.28	26	JUN.27-JUL.4
	32	AUG.9-AUG.16	29	JUL.17-JUL.24	30	JUL.23-JUL.30	31	AUG.5-AUG.12	32	AUG.11-AUG.18	29	JUL.19-JUL.26	30	JUL.25-AUG.1
	36	SEP.6-SEP.13	33	AUG.14-AUG.21	34	AUG.20-AUG.27	35	SEP.2-SEP.9	36	SEP.8-SEP.15	33	AUG.16-AUG.23	34	AUG.22-AUG.29
	40	OCT.4-OCT.11	37	SEP.11-SEP.18	38	SEP.17-SEP.24	39	SEP.30-OCT.7	40	OCT.6-OCT.13	37	SEP.13-SEP.20	38	SEP.19-SEP.26
	44	NOV.1-NOV.8	41	OCT.9-OCT.16	42	OCT.15-OCT.22	43	OCT.28-NOV.4	44	NOV.3-NOV.10	41	OCT.11-OCT.18	42	OCT.17-OCT.24
	48	NOV.29-DEC.6	45	NOV.6-NOV.13	46	NOV.12-NOV.19	47	NOV.25-DEC.2	48	DEC.1-DEC.8	45	NOV.8-NOV.15	46	NOV.14-NOV.21
	52	DEC.27-JAN.3	49	DEC.4-DEC.11	50	DEC.10-DEC.17	51	DEC.23-DEC.30	52	DEC.29-JAN.5	49	DEC.6-DEC.13	50	DEC.12-DEC.19
III	1	JAN.4-JAN.11	2	JAN.10-JAN.17	3	JAN.15-JAN.22	4	JAN.28-FEB.4	1	JAN.6-JAN.13	2	JAN.12-JAN.19	3	JAN.17-JAN.24
	5	FEB.1-FEB.8	6	FEB.7-FEB.14	7	FEB.12-FEB.19	8	FEB.25-MAR.4	5	FEB.3-FEB.10	6	FEB.9-FEB.16	7	FEB.14-FEB.21
	9	MAR.1-MAR.8	10	MAR.6-MAR.13	11	MAR.12-MAR.19	12	MAR.25-APR.1	9	MAR.3-MAR.10	10	MAR.8-MAR.15	11	MAR.14-MAR.21
	13	MAR.29-APR.5	14	APR.3-APR.10	15	APR.9-APR.16	16	APR.22-APR.29	13	MAR.31-APR.7	14	APR.5-APR.12	15	APR.11-APR.18
	17	APR.26-MAY.3	18	MAY.1-MAY.8	19	MAY.7-MAY.14	20	MAY.20-MAY.27	17	APR.28-MAY.5	18	MAY.3-MAY.10	19	MAY.9-MAY.16
	21	MAY.24-MAY.31	22	MAY.29-JUN.5	23	JUN.4-JUN.11	24	JUN.17-JUN.24	21	MAY.26-JUN.2	22	MAY.31-JUN.7	23	JUN.6-JUN.13
	25	JUN.21-JUN.28	26	JUN.26-JUL.3	27	JUL.2-JUL.9	28	JUL.15-JUL.22	25	JUN.23-JUN.30	26	JUN.28-JUL.5	27	JUL.4-JUL.11
	29	JUL.19-JUL.26	30	JUL.24-JUL.31	31	JUL.30-AUG.6	32	AUG.12-AUG.19	29	JUL.21-JUL.28	30	JUL.26-AUG.2	31	AUG.1-AUG.8
	33	AUG.16-AUG.23	34	AUG.21-AUG.28	35	AUG.27-SEP.3	36	SEP.9-SEP.16	33	AUG.18-AUG.25	34	AUG.23-AUG.30	35	AUG.29-SEP.5
	37	SEP.13-SEP.20	38	SEP.18-SEP.25	39	SEP.24-OCT.1	40	OCT.7-OCT.14	37	SEP.15-SEP.22	38	SEP.20-SEP.27	39	SEP.26-OCT.3
	41	OCT.11-OCT.18	42	OCT.16-OCT.23	43	OCT.22-OCT.29	44	NOV.4-NOV.11	41	OCT.13-OCT.20	42	OCT.18-OCT.25	43	OCT.24-OCT.31
	45	NOV.8-NOV.15	46	NOV.13-NOV.20	47	NOV.19-NOV.26	48	DEC.2-DEC.9	45	NOV.10-NOV.17	46	NOV.15-NOV.22	47	NOV.21-NOV.28
	49	DEC.6-DEC.13	50	DEC.11-DEC.18	51	DEC.17-DEC.24	52	DEC.30-JAN.6	49	DEC.8-DEC.15	50	DEC.13-DEC.20	51	DEC.19-DEC.26
IV	2	JAN.11-JAN.18	3	JAN.17-JAN.24	4	JAN.22-JAN.29	1	JAN.7-JAN.14	2	JAN.13-JAN.20	3	JAN.19-JAN.26	4	JAN.24-JAN.31
	6	FEB.8-FEB.15	7	FEB.14-FEB.21	8	FEB.19-FEB.26	5	FEB.4-FEB.11	6	FEB.10-FEB.17	7	FEB.16-FEB.23	8	FEB.21-FEB.28
	10	MAR.8-MAR.15	11	MAR.13-MAR.20	12	MAR.19-MAR.26	9	MAR.4-MAR.11	10	MAR.10-MAR.17	11	MAR.15-MAR.22	12	MAR.21-MAR.28
	14	APR.5-APR.12	15	APR.10-APR.17	16	APR.16-APR.23	13	APR.1-APR.8	14	APR.7-APR.14	15	APR.12-APR.19	16	APR.18-APR.25
	18	MAY.3-MAY.10	19	MAY.8-MAY.15	20	MAY.14-MAY.21	17	APR.29-MAY.6	18	MAY.5-MAY.12	19	MAY.10-MAY.17	20	MAY.16-MAY.23
	22	MAY.31-JUN.7	23	JUN.5-JUN.12	24	JUN.11-JUN.18	21	MAY.27-JUN.3	22	JUN.2-JUN.9	23	JUN.7-JUN.14	24	JUN.13-JUN.20
	26	JUN.28-JUL.5	27	JUL.3-JUL.10	28	JUL.9-JUL.16	25	JUN.24-JUL.1	26	JUN.30-JUL.7	27	JUL.5-JUL.12	28	JUL.11-JUL.18
	30	JUL.26-AUG.2	31	JUL.31-AUG.7	32	AUG.6-AUG.13	29	JUL.22-JUL.29	30	JUL.28-AUG.4	31	AUG.2-AUG.9	32	AUG.8-AUG.15
	34	AUG.23-AUG.30	35	AUG.28-SEP.4	36	SEP.3-SEP.10	33	AUG.19-AUG.26	34	AUG.25-SEP.1	35	AUG.30-SEP.6	36	SEP.5-SEP.12
	38	SEP.20-SEP.27	39	SEP.25-OCT.2	40	OCT.1-OCT.8	37	SEP.16-SEP.23	38	SEP.22-SEP.29	39	SEP.27-OCT.4	40	OCT.3-OCT.10
	42	OCT.18-OCT.25	43	OCT.23-OCT.30	44	OCT.29-NOV.5	41	OCT.14-OCT.21	42	OCT.20-OCT.27	43	OCT.25-NOV.1	44	OCT.31-NOV.7
	46	NOV.15-NOV.22	47	NOV.20-NOV.27	48	NOV.26-DEC.3	45	NOV.11-NOV.18	46	NOV.17-NOV.24	47	NOV.22-NOV.29	48	NOV.28-DEC.5
	50	DEC.13-DEC.20	51	DEC.18-DEC.25	52	DEC.24-DEC.31	49	DEC.9-DEC.16	50	DEC.15-DEC.22	51	DEC.20-DEC.27	52	DEC.26-JAN.2
	53		53		53	DEC.31-JAN.7 III	53		53		53		53	

Note: Week Number 53, when it occurs, shall rotate among the four Unit Quarters. The first Week Number 53 occurs in 1989 (December 31, 1989 through January 7, 1990) and is part of Unit Quarters I. The next Week Number 53 occurs in 1995 (December 31, 1995 through January 7, 1996) and is part of Unit Quarters II. The 2000 Week Number 53 is part of Unit Quarters III, the 2006 Week Number 53 is part of Unit Quarters IV, and the cycle then repeats indefinitely.

SCHEDULE C

TO

SUPPLEMENTAL DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

DESCRIPTION OF UNIT QUARTERS

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
112-I	A	401.6	00.187%	14
112-II	A	401.6	00.187	14
112-III	A	401.6	00.187	14
112-IV	A	401.6	00.187	14
113-I	A	401.6	00.187	14
113-II	A	401.6	00.187	14
113-III	A	401.6	00.187	14
113-IV	A	401.6	00.187	14
114-I	A	401.6	00.187	14
114-II	A	401.6	00.187	14
114-III	A	401.6	00.187	14
114-IV	A	401.6	00.187	14
115-I	A	401.6	00.187	14
115-II	A	401.6	00.187	14
115-III	A	401.6	00.187	14
115-IV	A	401.6	00.187	14
116-I	A	401.6	00.187	14
116-II	A	401.6	00.187	14
116-III	A	401.6	00.187	14
116-IV	A	401.6	00.187	14
117-I	A	401.6	00.187	14
117-II	A	401.6	00.187	14
117-III	A	401.6	00.187	14
117-IV	A	401.6	00.187	14
118-I	A	401.6	00.187	14
118-II	A	401.6	00.187	14
118-III	A	401.6	00.187	14
118-IV	A	401.6	00.187	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
119-I	A	401.6	00.187	14
119-II	A	401.6	00.187	14
119-III	A	401.6	00.187	14
119-IV	A	401.6	00.187	14
212-I	A	401.6	00.187	14
212-II	A	401.6	00.187	14
212-III	A	401.6	00.187	14
212-IV	A	401.6	00.187	14
213-I	A	401.6	00.187	14
213-II	A	401.6	00.187	14
213-III	A	401.6	00.187	14
213-IV	A	401.6	00.187	14
214-I	A	401.6	00.187	14
214-II	A	401.6	00.187	14
214-III	A	401.6	00.187	14
214-IV	A	401.6	00.187	14
215-I	A	401.6	00.187	14
215-II	A	401.6	00.187	14
215-III	A	401.6	00.187	14
215-IV	A	401.6	00.187	14
216-I	A	401.6	00.187	14
216-II	A	401.6	00.187	14
216-III	A	401.6	00.187	14
216-IV	A	401.6	00.187	14
217-I	A	401.6	00.187	14
217-II	A	401.6	00.187	14
217-III	A	401.6	00.187	14
217-IV	A	401.6	00.187	14
218-I	A	401.6	00.187	14
218-II	A	401.6	00.187	14
218-III	A	401.6	00.187	14
218-IV	A	401.6	00.187	14
219-I	A	401.6	00.187	14
219-II	A	401.6	00.187	14
219-III	A	401.6	00.187	14
219-IV	A	401.6	00.187	14
226-I	F	614.4	00.286	22
226-II	F	614.4	00.286	22
226-III	F	614.4	00.286	22
226-IV	F	614.4	00.286	22

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
228-I	B	430.4	00.200	15
228-II	B	430.4	00.200	15
228-III	B	430.4	00.200	15
228-IV	B	430.4	00.200	15
230-I	B	430.4	00.200	15
230-II	B	430.4	00.200	15
230-III	B	430.4	00.200	15
230-IV	B	430.4	00.200	15
232-I	B	430.4	00.200	15
232-II	B	430.4	00.200	15
232-III	B	430.4	00.200	15
232-IV	B	430.4	00.200	15
301-I	C	520.0	00.242	18
301-II	C	520.0	00.242	18
301-III	C	520.0	00.242	18
301-IV	C	520.0	00.242	18
302-I	B	425.6	00.198	15
302-II	B	425.6	00.198	15
302-III	B	425.6	00.198	15
302-IV	B	425.6	00.198	15
303-I	A	401.6	00.187	14
303-II	A	401.6	00.187	14
303-III	A	401.6	00.187	14
303-IV	A	401.6	00.187	14
304-I	A	401.6	00.187	14
304-II	A	401.6	00.187	14
304-III	A	401.6	00.187	14
304-IV	A	401.6	00.187	14
305-I	A	401.6	00.187	14
305-II	A	401.6	00.187	14
305-III	A	401.6	00.187	14
305-IV	A	401.6	00.187	14
306-I	A	401.6	00.187	14
306-II	A	401.6	00.187	14
306-III	A	401.6	00.187	14
306-IV	A	401.6	00.187	14
307-I	A	401.6	00.187	14
307-II	A	401.6	00.187	14
307-III	A	401.6	00.187	14
307-IV	A	401.6	00.187	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
308-I	A	401.6	00.187	14
308-II	A	401.6	00.187	14
308-III	A	401.6	00.187	14
308-IV	A	401.6	00.187	14
309-I	A	401.6	00.187	14
309-II	A	401.6	00.187	14
309-III	A	401.6	00.187	14
309-IV	A	401.6	00.187	14
310-I	A	401.6	00.187	14
310-II	A	401.6	00.187	14
310-III	A	401.6	00.187	14
310-IV	A	401.6	00.187	14
311-I	A	401.6	00.187	14
311-II	A	401.6	00.187	14
311-III	A	401.6	00.187	14
311-IV	A	401.6	00.187	14
312-I	B	425.6	00.198	15
312-II	B	425.6	00.198	15
312-III	B	425.6	00.198	15
312-IV	B	425.6	00.198	15
313-I	B	425.6	00.198	15
313-II	B	425.6	00.198	15
313-III	B	425.6	00.198	15
313-IV	B	425.6	00.198	15
314-I	B	425.6	00.198	15
314-II	B	425.6	00.198	15
314-III	B	425.6	00.198	15
314-IV	B	425.6	00.198	15
315-I	B	425.6	00.198	15
315-II	B	425.6	00.198	15
315-III	B	425.6	00.198	15
315-IV	B	425.6	00.198	15
316-I	B	425.6	00.198	15
316-II	B	425.6	00.198	15
316-III	B	425.6	00.198	15
316-IV	B	425.6	00.198	15
317-I	B	425.6	00.198	15
317-II	B	425.6	00.198	15
317-III	B	425.6	00.198	15
317-IV	B	425.6	00.198	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
318-I	B	425.6	00.198	15
318-II	B	425.6	00.198	15
318-III	B	425.6	00.198	15
318-IV	B	425.6	00.198	15
319-I	B	425.6	00.198	15
319-II	B	425.6	00.198	15
319-III	B	425.6	00.198	15
319-IV	B	425.6	00.198	15
320-I	J	764.8	00.356	26
320-II	J	764.8	00.356	26
320-III	J	764.8	00.356	26
320-IV	J	764.8	00.356	26
321-I	E	684.8	00.318	24
321-II	E	684.8	00.318	24
321-III	E	684.8	00.318	24
321-IV	E	684.8	00.318	24
323-I	E	684.8	00.318	24
323-II	E	684.8	00.318	24
323-III	E	684.8	00.318	24
323-IV	E	684.8	00.318	24
324-I	E	683.2	00.318	24
324-II	E	683.2	00.318	24
324-III	E	683.2	00.318	24
324-IV	E	683.2	00.318	24
325-I	H	1,204.8	00.560	42
325-II	H	1,204.8	00.560	42
325-III	H	1,204.8	00.560	42
325-IV	H	1,204.8	00.560	42
326-I	A	399.2	00.186	14
326-II	A	399.2	00.186	14
326-III	A	399.2	00.186	14
326-IV	A	399.2	00.186	14
327-I	A	400.0	00.186	14
327-II	A	400.0	00.186	14
327-III	A	400.0	00.186	14
327-IV	A	400.0	00.186	14
328-I	A	399.2	00.186	14
328-II	A	399.2	00.186	14
328-III	A	399.2	00.186	14
328-IV	A	399.2	00.186	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
330-I	A	400.0	00.186	14
330-II	A	400.0	00.186	14
330-III	A	400.0	00.186	14
330-IV	A	400.0	00.186	14
331-I	A	399.2	00.186	14
331-II	A	399.2	00.186	14
331-III	A	399.2	00.186	14
331-IV	A	399.2	00.186	14
333-I	A	399.2	00.186	14
333-II	A	399.2	00.186	14
333-III	A	399.2	00.186	14
333-IV	A	399.2	00.186	14
335-I	A	399.2	00.186	14
335-II	A	399.2	00.186	14
335-III	A	399.2	00.186	14
335-IV	A	399.2	00.186	14
401-I	C	520.0	00.242	18
401-II	C	520.0	00.242	18
401-III	C	520.0	00.242	18
401-IV	C	520.0	00.242	18
402-I	A	401.6	00.187	14
402-II	A	401.6	00.187	14
402-III	A	401.6	00.187	14
402-IV	A	401.6	00.187	14
403-I	A	401.6	00.187	14
403-II	A	401.6	00.187	14
403-III	A	401.6	00.187	14
403-IV	A	401.6	00.187	14
404-I	A	401.6	00.187	14
404-II	A	401.6	00.187	14
404-III	A	401.6	00.187	14
404-IV	A	401.6	00.187	14
405-I	A	401.6	00.187	14
405-II	A	401.6	00.187	14
405-III	A	401.6	00.187	14
405-IV	A	401.6	00.187	14
406-I	A	401.6	00.187	14
406-II	A	401.6	00.187	14
406-III	A	401.6	00.187	14
406-IV	A	401.6	00.187	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
407-I	A	401.6	00.187	14
407-II	A	401.6	00.187	14
407-III	A	401.6	00.187	14
407-IV	A	401.6	00.187	14
408-I	A	401.6	00.187	14
408-II	A	401.6	00.187	14
408-III	A	401.6	00.187	14
408-IV	A	401.6	00.187	14
409-I	A	401.6	00.187	14
409-II	A	401.6	00.187	14
409-III	A	401.6	00.187	14
409-IV	A	401.6	00.187	14
410-I	A	401.6	00.187	14
410-II	A	401.6	00.187	14
410-III	A	401.6	00.187	14
410-IV	A	401.6	00.187	14
411-I	A	401.6	00.187	14
411-II	A	401.6	00.187	14
411-III	A	401.6	00.187	14
411-IV	A	401.6	00.187	14
412-I	D	352.0	00.164	13
412-II	D	352.0	00.164	13
412-III	D	352.0	00.164	13
412-IV	D	352.0	00.164	13
413-I	D	352.0	00.164	13
413-II	D	352.0	00.164	13
413-II	D	352.0	00.164	13
413-IV	D	352.0	00.164	13
414-I	D	352.0	00.164	13
414-II	D	352.0	00.164	13
414-III	D	352.0	00.164	13
414-IV	D	352.0	00.164	13
415-I	D	352.0	00.164	13
415-II	D	352.0	00.164	13
415-III	D	352.0	00.164	13
415-IV	D	352.0	00.164	13
416-I	D	352.0	00.164	13
416-II	D	352.0	00.164	13
416-III	D	352.0	00.164	13
416-IV	D	352.0	00.164	13

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
417-I	D	352.0	00.164	13
417-II	D	352.0	00.164	13
417-III	D	352.0	00.164	13
417-IV	D	352.0	00.164	13
418-I	D	352.0	00.164	13
418-II	D	352.0	00.164	13
418-III	D	352.0	00.164	13
418-IV	D	352.0	00.164	13
419-I	D	352.0	00.164	13
419-II	D	352.0	00.164	13
419-III	D	352.0	00.164	13
419-IV	D	352.0	00.164	13
420-I	J	764.8	00.356	26
420-II	J	764.8	00.356	26
420-III	J	764.8	00.356	26
420-IV	J	764.8	00.356	26
424-I	E	683.2	00.318	24
424-II	E	683.2	00.318	24
424-III	E	683.2	00.318	24
424-IV	E	683.2	00.318	24
426-I	A	400.0	00.186	14
426-II	A	400.0	00.186	14
426-III	A	400.0	00.186	14
426-IV	A	400.0	00.186	14
428-I	A	400.0	00.186	14
428-II	A	400.0	00.186	14
428-III	A	400.0	00.186	14
428-IV	A	400.0	00.186	14
429-I	A	400.0	00.186	14
429-II	A	400.0	00.186	14
429-III	A	400.0	00.186	14
429-IV	A	400.0	00.186	14
431-I	A	400.0	00.186	14
431-II	A	400.0	00.186	14
431-III	A	400.0	00.186	14
431-IV	A	400.0	00.186	14
501-I	C	520.0	00.242	18
501-II	C	520.0	00.242	18
501-III	C	520.0	00.242	18
501-IV	C	520.0	00.242	18

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
502-I	A	401.6	00.187	14
502-II	A	401.6	00.187	14
502-III	A	401.6	00.187	14
502-IV	A	401.6	00.187	14
503-I	B	425.6	00.198	15
503-II	B	425.6	00.198	15
503-III	B	425.6	00.198	15
503-IV	B	425.6	00.198	15
504-I	B	425.6	00.198	15
504-II	B	425.6	00.198	15
504-III	B	425.6	00.198	15
504-IV	B	425.6	00.198	15
505-I	B	425.6	00.198	15
505-II	B	425.6	00.198	15
505-III	B	425.6	00.198	15
505-IV	B	425.6	00.198	15
506-I	B	425.6	00.198	15
506-II	B	425.6	00.198	15
506-III	B	425.6	00.198	15
506-IV	B	425.6	00.198	15
507-I	B	425.6	00.198	15
507-II	B	425.6	00.198	15
507-III	B	425.6	00.198	15
507-IV	B	425.6	00.198	15
508-I	B	425.6	00.198	15
508-II	B	425.6	00.198	15
508-III	B	425.6	00.198	15
508-IV	B	425.6	00.198	15
509-I	B	425.6	00.198	15
509-II	B	425.6	00.198	15
509-III	B	425.6	00.198	15
509-IV	B	425.6	00.198	15
510-I	B	425.6	00.198	15
510-II	B	425.6	00.198	15
510-III	B	425.6	00.198	15
510-IV	B	425.6	00.198	15
511-I	B	425.6	00.198	15
511-II	B	425.6	00.198	15
511-III	B	425.6	00.198	15
511-IV	B	425.6	00.198	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
520-I	J	764.8	00.356	26
520-II	J	764.8	00.356	26
520-III	J	764.8	00.356	26
520-IV	J	764.8	00.356	26
521-I	G	457.6	00.213	16
521-II	G	457.6	00.213	16
521-III	G	457.6	00.213	16
521-IV	G	457.6	00.213	16
525-I	I	667.2	00.310	23
525-II	I	667.2	00.310	23
525-III	I	667.2	00.310	23
525-IV	I	667.2	00.310	23
526-I	I	667.2	00.310	23
526-II	I	667.2	00.310	23
526-III	I	667.2	00.310	23
526-IV	I	667.2	00.310	23
527-I	I	667.2	00.310	23
527-II	I	667.2	00.310	23
527-III	I	667.2	00.310	23
527-IV	I	667.2	00.310	23
528-I	I	667.2	00.310	23
528-II	I	667.2	00.310	23
528-III	I	667.2	00.310	23
528-IV	I	667.2	00.310	23
529-I	I	667.2	00.310	23
529-II	II	667.2	00.310	23
529-III	III	667.2	00.310	23
529-IV	IV	667.2	00.310	23
530-I	I	667.2	00.310	23
530-II	I	667.2	00.310	23
530-III	I	667.2	00.310	23
530-IV	I	667.2	00.310	23
531-I	I	667.2	00.310	23
531-II	I	667.2	00.310	23
531-III	I	667.2	00.310	23
531-IV	I	667.2	00.310	23
532-I	I	667.2	00.310	23
532-II	I	667.2	00.310	23
532-III	I	667.2	00.310	23
532-IV	I	667.2	00.310	23

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
533-I	I	667.2	00.310	23
533-II	I	667.2	00.310	23
533-III	I	667.2	00.310	23
533-IV	I	667.2	00.310	23
535-I	I	667.2	00.310	23
535-II	I	667.2	00.310	23
535-III	I	667.2	00.310	23
535-IV	I	667.2	00.310	23
604-I	D	352.0	00.164	13
604-II	D	352.0	00.164	13
604-III	D	352.0	00.164	13
604-IV	D	352.0	00.164	13
605-I	E	692.8	00.322	24
605-II	E	692.8	00.322	24
605-III	E	692.8	00.322	24
605-IV	E	692.8	00.322	24
606-I	D	352.0	00.164	13
606-II	D	352.0	00.164	13
606-III	D	352.0	00.164	13
606-IV	D	352.0	00.164	13
607-I	D	352.0	00.164	13
607-II	D	352.0	00.164	13
607-III	D	352.0	00.164	13
607-IV	D	352.0	00.164	13
608-I	D	352.0	00.164	13
608-II	D	352.0	00.164	13
608-III	D	352.0	00.164	13
608-IV	D	352.0	00.164	13
609-I	D	352.0	00.164	13
609-II	D	352.0	00.164	13
609-III	D	352.0	00.164	13
609-IV	D	352.0	00.164	13
610-I	D	352.0	00.164	13
610-II	D	352.0	00.164	13
610-III	D	352.0	00.164	13
610-IV	D	352.0	00.164	13
611-I	D	352.0	00.164	13
611-II	D	352.0	00.164	13
611-III	D	352.0	00.164	13
611-IV	D	352.0	00.164	13

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
Sugarloaf Suite-I	M	2,179.0	01.013	76
Sugarloaf Suite-II	M	2,179.0	01.013	76
Sugarloaf Suite-III	M	2,179.0	01.013	76
Sugarloaf Suite-IV	M	2,179.0	01.013	76
Bigelow Suite-I	N	2,259.0	01.051	79
Bigelow Suite-II	N	2,259.0	01.051	79
Bigelow Suite-III	N	2,259.0	01.051	79
Bigelow Suite-IV	N	2,259.0	01.051	79
		53,188.4	100.00%	

Notes:

1. Each Common Element Interest and Common Expense Liability has been rounded to the nearest one thousandth of one percent (0.001%) so that the sum of the Common Element Interests and Common Expense Liabilities allocated at any time to all the Unit and Quarter-share Estates may not equal one hundred percent (100%). The Common Element Interest, Common Expense Liability and Votes in the Association appurtenant to each Unit Quarter is determined by dividing by four (4) the Common Element Interest, Common Expense Liability, and Votes in the Association respectively, allocated to the underlying whole Unit as shown on Schedule B to the Declaration, as amended from time to time. In the event that the Common Element Interest, Common Expense Liability, and Votes in the Association allocated to a whole Unit are changed by virtue of an amendment to the Declaration, the Common Element Interest, Common Expense Liability and Votes in the Association allocated to the Unit Quarters will automatically also change so as to equal one fourth (1/4) of the amended percentage as shown on Exhibit B to the Declaration.

2. If the Declarant exercises any Development Right to add more Units to the Condominium by creating additional Units on all or any portion of the Convertible Real Estate, the Common Element Interests, Common Expense Liabilities and Votes in the Association allocated to each Unit Quarter as set forth in this Schedule C will decrease, and those allocated interests shall be reallocated among all the Unit Quarters, both existing and newly created, on the basis of the formula for the allocation of those Allocated Interests provided in Paragraph 1 above.

3. If Owners of Units which are not now subject to the Supplemental Declaration later submit their Units to the Supplemental Declaration pursuant to Paragraph 2.2 of the Supplemental Declaration, the Quarter-share Common Element Interest and Common Expense Liability shall decrease in accordance with the formula set forth in paragraph 1 above.

BK 1830 PG 056

001972

WARRANTY DEED

Statutory Short Form

Wc, **M. Kevin Ryan and Velma G. Ryan** of 1808 Hinus Hill Road, Hudson, Ohio 44236, for consideration paid, grant and convey to **Murray Stevens Jr. and Mary Jo Stevens**, of RR 1 Box 330L, Manchester, Maine 04351, as Joint Tenants, with Warranty Covenants, the land described as follows:

Parcel 1:

A certain lot or parcel of land in Carrabassett Valley, Franklin County, Maine and more particularly described as follows, to wit:

Being Lot No. 43 on a Plan of Lots entitled Bigelow Corporation, Sugarloaf Village, Section 3, Marrow Tract, drawn by John Pickett and dated October 20, 1966, and as recorded in the Franklin County Registry of Deeds in Plan Book 131 ½ Page 9; reference to said plan is hereby made for a more complete description of said Lot No. 43 and the description as shown on said plan is hereby incorporated and made a part of this conveyance as if set forth at length herein.

Maine Real Estate Transfer Tax Paid

Together with the right to use the roads delineated on the plan above referred to and also the plans as recorded in Book 128 ½ Page 11 and Book 131 ½ Page 5 in said Registry of Deeds, for ingress and egress to the main highway until such time as the roads have been accepted as public ways.

Excepting and reserving from this conveyance all of the oil, gas and precious metals of whatever nature and description in and under the above described parcel of land, exercise of the rights herein reserved not however to interfere with the use of the surface of said premises or any structure thereon.

This conveyance is subject to restrictions and conditions contained in a deed from Bigelow Corporation to Forrest H. Grant dated June 30, 1967, and recorded in said Registry of Deeds in Book 407 Page 350.

Being the premises described in a warranty deed from Paralev Inc. to M. Kevin Ryan and Velma G. Ryan dated August 3, 1990, and recorded in the Franklin County Registry of Deeds in Book 1179 Page 184.

Parcel 2:

A certain lot or parcel of land in Carrabassett Valley, Franklin County, Maine and more particularly described as follows, to wit:

Beginning at an iron rebar set at the southeasterly corner of Lot 43 as shown on Plan of Sugarloaf Village Section 3 as recorded in Plan Book 131 ½ Page 9 of the Franklin County Registry of Deeds and said rebar is also marking the southwesterly corner of Lot 42 as shown on said plan:

Thence north 71°-00'-00" east 100.00 feet along the southerly line of said Lot 42 to a 5/8 inch rebar;

Thence south 28°-34'-22' east 300.00 feet along line of land retained by Sugarloaf Mountain Corporation to a 5/8 inch rebar;

Thence south 61°-25'-38" west 360.00 feet along line of land retained by Sugarloaf Mountain Corporation to a 5/8 inch rebar;

Thence north 27°-22'-32" west 340.22 feet along line of land retained by Sugarloaf Mountain Corporation to a 5/8 inch rebar on the southerly line of Lot 44 as shown on said plan;

Thence north 88°-35'-50" east 100.00 feet to a wood post marking the southeasterly corner of said Lot 44;

Thence north 12°-54'-20" west 23.00 feet along the southeasterly line of said Lot 44 to a wood post marking the southwesterly corner of said Lot 43;

Thence north 61°-25'-38" east 159.11 feet along the southerly line of said Lot 43 to the point of beginning.

Containing 2.57 acres.

Bearings are magnetic July 1992.

This conveyance is made upon the express condition that the property herein conveyed shall be utilized for residential purposes only. A violation of this condition may be enforced by Sugarloaf Mountain Corporation, its successors, and assigns.

Being the same premises described in a warranty deed from Sugarloaf Mountain Corporation to M. Kevin Ryan and Velma G. Ryan dated June 20, 1993, and recorded in the Franklin County Registry of Deeds in Book 1389 Page 40.

WITNESS our hands and seals this 26th day of February 1999.

Signed, Sealed and Delivered
in the presence of:

Jean L. Palmer — M. Kevin Ryan
M. Kevin Ryan

Jean L. Palmer — Velma G. Ryan
Velma G. Ryan

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: February 26, 1999

Then personally appeared the above named M. Kevin Ryan and Velma G. Ryan and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Jean L. Palmer
Notary Public
Print Name: Jean L. Palmer

NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 1, 2000

SEAL

FRANKLIN, SS REC'D.
99 MAR -8 AM 10: 15
ATTEST-REGISTER Susan A Black

9 pgs

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION FIRST AMENDMENT TO SUPPLEMENTAL QUARTERSHARE DECLARATION OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

THIS AMENDMENT (this "Amendment") is made this 12th day of April, 1989.

1. Background. Sugarloaf Mountain Center, A Condominium (the "Condominium") has been created pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act") by the recording of the Declaration of Sugarloaf Mountain Center, A Condominium (the "Declaration") in the Franklin County Registry of Deeds in Book 936, Page 43, and the simultaneous recording in said registry of the Plats (the "Plats") and Plans (the "Plans") of the Condominium. The Declaration has since been amended by Amendment dated November 23, 1987, and recorded in said registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; and also by Third Amendment dated April 12, 1989, and recorded or to be recorded in said Registry. The Declaration, Plats and Plans are incorporated by reference into this Amendment as if they were reproduced herein. Capitalized terms used herein without definition shall have the meaning specified for those terms in the Declaration or, if not defined in the Declaration or herein, the meaning specified or used for such terms in the Act.

A majority of the Units in the Condominium have been subjected to Chapter 10-A of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Time-share Act") by means of the Supplemental Quartershare Declaration dated December 19, 1988, and recorded in said Registry in Book 1077, Page 129 (the "Quartershare Declaration"). Paragraph 2.2 of the Quartershare Declaration allows the Sugarloaf Mountain Center Condominium Association (the "Association"), upon request of the appropriate Unit Owners, to amend the Quartershare Declaration to subject to its terms Units not originally subject to the Quartershare Declaration. Several such Unit Owners have requested in writing that the Association prepare an amendment subjecting their Units to the Quartershare Declaration, which the Association has done in the form of this Amendment.

Unit 325 was one of the Units originally made subject to the Quartershare Declaration. The Third Amendment to the Declaration of Condominium accomplished the subdivision of Unit 325 into two Units, numbered respectively Unit 325 and Unit 427. Apex, Inc., as owner of both of the new Units, has also requested the Association to amend the Quartershare Declaration to confirm that the newly created Units are subject to the Quartershare Declaration.

2. Amendment of Schedule A. The Association, acting by and through its Directors, hereby amends and restates Schedule A to the Quartershare Declaration as set forth in the revised and restated Schedule A attached hereto. The revised Schedule A lists all of the Units which were formerly subject to The Quartershare Declaration, plus the new Units 325 and 427 and the other Units which are made subject to the Quartershare Declaration by virtue of this Amendment.

3. Amendment of Schedule C. The Association, acting by and through its Directors, hereby amends and restates Schedule C to the Quartershare Declaration as set forth in the revised Schedule C attached hereto. The revised Schedule C recalculates the percentage of ownership interests allocated to each Unit Quarter following the addition of new Units to the Quartershare Declaration and the subdivision of Unit 325 into Units 325 and 427.

4. Execution. This Amendment has been prepared and duly adopted by the President of the Association pursuant to paragraph 2.2 of the Quartershare Declaration in response to the request of the owners of the Units subjected to the Quartershare Declaration by this Amendment. These Unit Owners have executed and acknowledged this Amendment by setting their hands and seals to the Addenda hereto marked "SIGNATURE PAGE" as of the date and year first above written, notwithstanding that any particular Addendum may have been executed on a different date. All executed Addenda shall be deemed integrated into this one single Amendment and dated as of the date and year first above written. Prior to recording, the Association will attach to this Amendment the certificate required by Section 2.2.5 of the Quartershare Declaration, executed and acknowledged by the President or the Vice-President and the Secretary or the Treasurer of the Association, certifying that the Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

By: Norman E. Bilodeau
Norman E. Bilodeau
Its President

STATE OF MAINE
County of Cumberland, ss.

April 12, 1989

Personally appeared the above-named Norman E. Bilodeau, President of Sugarloaf Mountain Center Condominium Association, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said Association.

Before me,

Martin S. Amick

Notary Public
Attorney-at-Law

MARTIN S. AMICK
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 8, 1990

Type or print name

SEAL

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

CERTIFICATION OF AMENDMENT
PURSUANT TO SUBPARAGRAPH 16.2.5 OF THE
SUPPLEMENTAL QUARTERSHARE DECLARATION

The undersigned Norman E. Bilodeau, President of Sugarloaf Mountain Center Condominium Association, and Peter J. Verrill, Secretary of Sugarloaf Mountain Center Condominium Association, hereby certify, pursuant to subparagraph 16.2.5 of the Supplemental Quartershare Declaration, that the foregoing Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

Norman E. Bilodeau

Norman E. Bilodeau
President

Peter J. Verrill

Peter J. Verrill
Secretary

STATE OF MAINE
County of Cumberland, ss.

April 12th, 1989

Personally appeared the above-named Norman E. Bilodeau and Peter J. Verrill in their capacities as President and Secretary, respectively, of the Sugarloaf Mountain Center Condominium Association, and acknowledged that the foregoing Amendment and Certification is their free act and deed in said capacities, and the free act and deed of the Association.

Before me,

Martin S. Amick

Notary Public
Attorney-at-Law

MARTIN S. AMICK
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 9, 1990

Type or print name

SEAL

BOOK 1093 PAGE 161
BOOK 1109 PAGE 85

ADDENDUM TO FIRST AMENDMENT
TO
SUPPLEMENTAL QUARTERSHARE DECLARATION
OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Carmen Anthony Comite
Carmen Anthony Comite
Owner of Unit 524

Rita Mary Comite
Rita Mary Comite
Owner of Unit 524

COMMONWEALTH OF MASSACHUSETTS
County of Norfolk , ss. April 11 , 1989

Personally appeared the above-named Carmen Anthony Comite and Rita Mary Comite and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Maureen A. Dailey
Notary Public
Attorney-at-Law

MAUREEN A. DAILEY
Type or print name

My Commission Expires
June 25, 1993

SEAL

ADDENDUM TO FIRST AMENDMENT
TO
SUPPLEMENTAL QUARTERSHARE DECLARATION
OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

John Riordan
Owner of Unit 329

COMMONWEALTH OF MASSACHUSETTS
County of Plymouth , ss. April 11 , 1989

Personally appeared the above-named John Riordan and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Robert A. Bartlett
Notary Public
Attorney-at-Law

Robert A. Bartlett
Type or print name

My Commission expires December 28, 1990.

SEAL

FRANKLIN, SS REC'D.
89 APR 14 AM 10: 59
ATTEST-REGISTER Susan A. Black

SCHEDULE A

TO

SUPPLEMENTAL QUARTERSHARE DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

LIST OF UNITS SUBJECT TO SUPPLEMENTAL QUARTERSHARE DECLARATION

112, 113, 114, 115, 116,
117, 118, 119, 212, 213,
214, 215, 216, 217, 218,
219, 226, 228, 230, 232,
301, 302, 303, 304, 305,
306, 307, 308, 309, 310,
311, 312, 313, 314, 315,
316, 317, 318, 319, 320,
321, 323, 324, 325, 326,
327, 328, 329, 330, 331,
333, 335, 401, 402, 403,
404, 405, 406, 407, 408,
409, 410, 411, 412, 413,
414, 415, 416, 417, 418,
419, 420, 424, 426, 427,
428, 429, 431, 501, 502,
503, 504, 505, 506, 507,
508, 509, 510, 511, 520,
521, 524, 525, 526, 527,
528, 529, 530, 531, 532,
533, 535, 604, 605, 606,
607, 608, 609, 610, 611,
Sugarloaf Suite, Bigelow
Suite

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
119-I	A	401.6	00.182	14
119-II	A	401.6	00.182	14
119-III	A	401.6	00.182	14
119-IV	A	401.6	00.182	14
212-I	A	401.6	00.182	14
212-II	A	401.6	00.182	14
212-III	A	401.6	00.182	14
212-IV	A	401.6	00.182	14
213-I	A	401.6	00.182	14
213-II	A	401.6	00.182	14
213-III	A	401.6	00.182	14
213-IV	A	401.6	00.182	14
214-I	A	401.6	00.182	14
214-II	A	401.6	00.182	14
214-III	A	401.6	00.182	14
214-IV	A	401.6	00.182	14
215-I	A	401.6	00.182	14
215-II	A	401.6	00.182	14
215-III	A	401.6	00.182	14
215-IV	A	401.6	00.182	14
216-I	A	401.6	00.182	14
216-II	A	401.6	00.182	14
216-III	A	401.6	00.182	14
216-IV	A	401.6	00.182	14
217-I	A	401.6	00.182	14
217-II	A	401.6	00.182	14
217-III	A	401.6	00.182	14
217-IV	A	401.6	00.182	14
218-I	A	401.6	00.182	14
218-II	A	401.6	00.182	14
218-III	A	401.6	00.182	14
218-IV	A	401.6	00.182	14
219-I	A	401.6	00.182	14
219-II	A	401.6	00.182	14
219-III	A	401.6	00.182	14
219-IV	A	401.6	00.182	14
226-I	F	614.4	00.278	22
226-II	F	614.4	00.278	22
226-III	F	614.4	00.278	22
226-IV	F	614.4	00.278	22
228-I	B	430.4	00.195	15
228-II	B	430.4	00.195	15
228-III	B	430.4	00.195	15
228-IV	B	430.4	00.195	15

SCHEDULE C

TO

SUPPLEMENTAL QUARTERSHARE DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

DESCRIPTION OF UNIT QUARTERS

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
112-I	A	401.6	00.182%	14
112-II	A	401.6	00.182	14
112-III	A	401.6	00.182	14
112-IV	A	401.6	00.182	14
113-I	A	401.6	00.182	14
113-II	A	401.6	00.182	14
113-III	A	401.6	00.182	14
113-IV	A	401.6	00.182	14
114-I	A	401.6	00.182	14
114-II	A	401.6	00.182	14
114-III	A	401.6	00.182	14
114-IV	A	401.6	00.182	14
115-I	A	401.6	00.182	14
115-II	A	401.6	00.182	14
115-III	A	401.6	00.182	14
115-IV	A	401.6	00.182	14
116-I	A	401.6	00.182	14
116-II	A	401.6	00.182	14
116-III	A	401.6	00.182	14
116-IV	A	401.6	00.182	14
117-I	A	401.6	00.182	14
117-II	A	401.6	00.182	14
117-III	A	401.6	00.182	14
117-IV	A	401.6	00.182	14
118-I	A	401.6	00.182	14
118-II	A	401.6	00.182	14
118-III	A	401.6	00.182	14
118-IV	A	401.6	00.182	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
230-I	B	430.4	00.195	15
230-II	B	430.4	00.195	15
230-III	B	430.4	00.195	15
230-IV	B	430.4	00.195	15
232-I	B	430.4	00.195	15
232-II	B	430.4	00.195	15
232-III	B	430.4	00.195	15
232-IV	B	430.4	00.195	15
301-I	C	520.0	00.236	18
301-II	C	520.0	00.236	18
301-III	C	520.0	00.236	18
301-IV	C	520.0	00.236	18
302-I	B	425.6	00.193	15
302-II	B	425.6	00.193	15
302-III	B	425.6	00.193	15
302-IV	B	425.6	00.193	15
303-I	A	401.6	00.182	14
303-II	A	401.6	00.182	14
303-III	A	401.6	00.182	14
303-IV	A	401.6	00.182	14
304-I	A	401.6	00.182	14
304-II	A	401.6	00.182	14
304-III	A	401.6	00.182	14
304-IV	A	401.6	00.182	14
305-I	A	401.6	00.182	14
305-II	A	401.6	00.182	14
305-III	A	401.6	00.182	14
305-IV	A	401.6	00.182	14
306-I	A	401.6	00.182	14
306-II	A	401.6	00.182	14
306-III	A	401.6	00.182	14
306-IV	A	401.6	00.182	14
307-I	A	401.6	00.182	14
307-II	A	401.6	00.182	14
307-III	A	401.6	00.182	14
307-IV	A	401.6	00.182	14
308-I	A	401.6	00.182	14
308-II	A	401.6	00.182	14
308-III	A	401.6	00.182	14
308-IV	A	401.6	00.182	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
309-I	A	401.6	00.182	14
309-II	A	401.6	00.182	14
309-III	A	401.6	00.182	14
309-IV	A	401.6	00.182	14
310-I	A	401.6	00.182	14
310-II	A	401.6	00.182	14
310-III	A	401.6	00.182	14
310-IV	A	401.6	00.182	14
311-I	A	401.6	00.182	14
311-II	A	401.6	00.182	14
311-III	A	401.6	00.182	14
311-IV	A	401.6	00.182	14
312-I	B	425.6	00.193	15
312-II	B	425.6	00.193	15
312-III	B	425.6	00.193	15
312-IV	B	425.6	00.193	15
313-I	B	425.6	00.193	15
313-II	B	425.6	00.193	15
313-III	B	425.6	00.193	15
313-IV	B	425.6	00.193	15
314-I	B	425.6	00.193	15
314-II	B	425.6	00.193	15
314-III	B	425.6	00.193	15
314-IV	B	425.6	00.193	15
315-I	B	425.6	00.193	15
315-II	B	425.6	00.193	15
315-III	B	425.6	00.193	15
315-IV	B	425.6	00.193	15
316-I	B	425.6	00.193	15
316-II	B	425.6	00.193	15
316-III	B	425.6	00.193	15
316-IV	B	425.6	00.193	15
317-I	B	425.6	00.193	15
317-II	B	425.6	00.193	15
317-III	B	425.6	00.193	15
317-IV	B	425.6	00.193	15
318-I	B	425.6	00.193	15
318-II	B	425.6	00.193	15
318-III	B	425.6	00.193	15
318-IV	B	425.6	00.193	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
319-I	B	425.6	00.193	15
319-II	B	425.6	00.193	15
319-III	B	425.6	00.193	15
319-IV	B	425.6	00.193	15
320-I	J	764.8	00.348	26
320-II	J	764.8	00.348	26
320-III	J	764.8	00.348	26
320-IV	J	764.8	00.348	26
321-I	E	684.8	00.311	24
321-II	E	684.8	00.311	24
321-III	E	684.8	00.311	24
321-IV	E	684.8	00.311	24
323-I	E	684.8	00.311	24
323-II	E	684.8	00.311	24
323-III	E	684.8	00.311	24
323-IV	E	684.8	00.311	24
324-I	E	683.2	00.310	24
324-II	E	683.2	00.310	24
324-III	E	683.2	00.310	24
324-IV	E	683.2	00.310	24
325-I	H	804.8	00.365	28
325-II	H	804.8	00.365	28
325-III	H	804.8	00.365	28
325-IV	H	804.8	00.365	28
326-I	A	399.2	00.181	14
326-II	A	399.2	00.181	14
326-III	A	399.2	00.181	14
326-IV	A	399.2	00.181	14
327-I	A	400.0	00.181	14
327-II	A	400.0	00.181	14
327-III	A	400.0	00.181	14
327-IV	A	400.0	00.181	14
328-I	A	399.2	00.181	14
328-II	A	399.2	00.181	14
328-III	A	399.2	00.181	14
328-IV	A	399.2	00.181	14
329-I	A	399.2	00.181	14
329-II	A	399.2	00.181	14
329-III	A	399.2	00.181	14
329-IV	A	399.2	00.181	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
330-I	A	400.0	00.181	14
330-II	A	400.0	00.181	14
330-III	A	400.0	00.181	14
330-IV	A	400.0	00.181	14
331-I	A	399.2	00.181	14
331-II	A	399.2	00.181	14
331-III	A	399.2	00.181	14
331-IV	A	399.2	00.181	14
333-I	A	399.2	00.181	14
333-II	A	399.2	00.181	14
333-III	A	399.2	00.181	14
333-IV	A	399.2	00.181	14
335-I	A	399.2	00.181	14
335-II	A	399.2	00.181	14
335-III	A	399.2	00.181	14
335-IV	A	399.2	00.181	14
401-I	C	520.0	00.236	18
401-II	C	520.0	00.236	18
401-III	C	520.0	00.236	18
401-IV	C	520.0	00.236	18
402-I	A	401.6	00.182	14
402-II	A	401.6	00.182	14
402-III	A	401.6	00.182	14
402-IV	A	401.6	00.182	14
403-I	A	401.6	00.182	14
403-II	A	401.6	00.182	14
403-III	A	401.6	00.182	14
403-IV	A	401.6	00.182	14
404-I	A	401.6	00.182	14
404-II	A	401.6	00.182	14
404-III	A	401.6	00.182	14
404-IV	A	401.6	00.182	14
405-I	A	401.6	00.182	14
405-II	A	401.6	00.182	14
405-III	A	401.6	00.182	14
405-IV	A	401.6	00.182	14
406-I	A	401.6	00.182	14
406-II	A	401.6	00.182	14
406-III	A	401.6	00.182	14
406-IV	A	401.6	00.182	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
407-I	A	401.6	00.182	14
407-II	A	401.6	00.182	14
407-III	A	401.6	00.182	14
407-IV	A	401.6	00.182	14
408-I	A	401.6	00.182	14
408-II	A	401.6	00.182	14
408-III	A	401.6	00.182	14
408-IV	A	401.6	00.182	14
409-I	A	401.6	00.182	14
409-II	A	401.6	00.182	14
409-III	A	401.6	00.182	14
409-IV	A	401.6	00.182	14
410-I	A	401.6	00.182	14
410-II	A	401.6	00.182	14
410-III	A	401.6	00.182	14
410-IV	A	401.6	00.182	14
411-I	A	401.6	00.182	14
411-II	A	401.6	00.182	14
411-III	A	401.6	00.182	14
411-IV	A	401.6	00.182	14
412-I	D	352.0	00.160	13
412-II	D	352.0	00.160	13
412-III	D	352.0	00.160	13
412-IV	D	352.0	00.160	13
413-I	D	352.0	00.160	13
413-II	D	352.0	00.160	13
413-II	D	352.0	00.160	13
413-IV	D	352.0	00.160	13
414-I	D	352.0	00.160	13
414-II	D	352.0	00.160	13
414-III	D	352.0	00.160	13
414-IV	D	352.0	00.160	13
415-I	D	352.0	00.160	13
415-II	D	352.0	00.160	13
415-III	D	352.0	00.160	13
415-IV	D	352.0	00.160	13
416-I	D	352.0	00.160	13
416-II	D	352.0	00.160	13
416-III	D	352.0	00.160	13
416-IV	D	352.0	00.160	13

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
417-I	D	352.0	00.160	13
417-II	D	352.0	00.160	13
417-III	D	352.0	00.160	13
417-IV	D	352.0	00.160	13
418-I	D	352.0	00.160	13
418-II	D	352.0	00.160	13
418-III	D	352.0	00.160	13
418-IV	D	352.0	00.160	13
419-I	D	352.0	00.160	13
419-II	D	352.0	00.160	13
419-III	D	352.0	00.160	13
419-IV	D	352.0	00.160	13
420-I	J	764.8	00.348	26
420-II	J	764.8	00.348	26
420-III	J	764.8	00.348	26
420-IV	J	764.8	00.348	26
424-I	E	683.2	00.310	24
424-II	E	683.2	00.310	24
424-III	E	683.2	00.310	24
424-IV	E	683.2	00.310	24
426-I	A	400.0	00.182	14
426-II	A	400.0	00.182	14
426-III	A	400.0	00.182	14
426-IV	A	400.0	00.182	14
427-I	A	400.0	00.182	14
427-II	A	400.0	00.182	14
427-III	A	400.0	00.182	14
427-IV	A	400.0	00.182	14
428-I	A	400.0	00.182	14
428-II	A	400.0	00.182	14
428-III	A	400.0	00.182	14
428-IV	A	400.0	00.182	14
429-I	A	400.0	00.182	14
429-II	A	400.0	00.182	14
429-III	A	400.0	00.182	14
429-IV	A	400.0	00.182	14
431-I	A	400.0	00.182	14
431-II	A	400.0	00.182	14
431-III	A	400.0	00.182	14
431-IV	A	400.0	00.182	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
511-I	B	425.6	00.193	15
511-II	B	425.6	00.193	15
511-III	B	425.6	00.193	15
511-IV	B	425.6	00.193	15
520-I	J	764.8	00.348	26
520-II	J	764.8	00.348	26
520-III	J	764.8	00.348	26
520-IV	J	764.8	00.348	26
521-I	G	457.6	00.208	16
521-II	G	457.6	00.208	16
521-III	G	457.6	00.208	16
521-IV	G	457.6	00.208	16
524-I	K	936.0	00.425	33
524-II	K	936.0	00.425	33
524-III	K	936.0	00.425	33
524-IV	K	936.0	00.425	33
525-I	I	667.2	00.303	23
525-II	I	667.2	00.303	23
525-III	I	667.2	00.303	23
525-IV	I	667.2	00.303	23
526-I	I	667.2	00.303	23
526-II	I	667.2	00.303	23
526-III	I	667.2	00.303	23
526-IV	I	667.2	00.303	23
527-I	I	667.2	00.303	23
527-II	I	667.2	00.303	23
527-III	I	667.2	00.303	23
527-IV	I	667.2	00.303	23
528-I	I	667.2	00.303	23
528-II	I	667.2	00.303	23
528-III	I	667.2	00.303	23
528-IV	I	667.2	00.303	23
529-I	I	667.2	00.303	23
529-II	I	667.2	00.303	23
529-III	I	667.2	00.303	23
529-IV	I	667.2	00.303	23
530-I	I	667.2	00.303	23
530-II	I	667.2	00.303	23
530-III	I	667.2	00.303	23
530-IV	I	667.2	00.303	23

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
531-I	I	667.2	00.303	23
531-II	I	667.2	00.303	23
531-III	I	667.2	00.303	23
531-IV	I	667.2	00.303	23
532-I	I	667.2	00.303	23
532-II	I	667.2	00.303	23
532-III	I	667.2	00.303	23
532-IV	I	667.2	00.303	23
533-I	I	667.2	00.303	23
533-II	I	667.2	00.303	23
533-III	I	667.2	00.303	23
533-IV	I	667.2	00.303	23
535-I	I	667.2	00.303	23
535-II	I	667.2	00.303	23
535-III	I	667.2	00.303	23
535-IV	I	667.2	00.303	23
604-I	D	352.0	00.160	13
604-II	D	352.0	00.160	13
604-III	D	352.0	00.160	13
604-IV	D	352.0	00.160	13
605-I	E	692.8	00.314	24
605-II	E	692.8	00.314	24
605-III	E	692.8	00.314	24
605-IV	E	692.8	00.314	24
606-I	D	352.0	00.160	13
606-II	D	352.0	00.160	13
606-III	D	352.0	00.160	13
606-IV	D	352.0	00.160	13
607-I	D	352.0	00.160	13
607-II	D	352.0	00.160	13
607-III	D	352.0	00.160	13
607-IV	D	352.0	00.160	13
608-I	D	352.0	00.160	13
608-II	D	352.0	00.160	13
608-III	D	352.0	00.160	13
608-IV	D	352.0	00.160	13
609-I	D	352.0	00.160	13
609-II	D	352.0	00.160	13
609-III	D	352.0	00.160	13
609-IV	D	352.0	00.160	13

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
610-I	D	352.0	00.160	13
610-II	D	352.0	00.160	13
610-III	D	352.0	00.160	13
610-IV	D	352.0	00.160	13
611-I	D	352.0	00.160	13
611-II	D	352.0	00.160	13
611-III	D	352.0	00.160	13
611-IV	D	352.0	00.160	13
Sugarloaf Suite-I	M	2,179.0	00.989	76
Sugarloaf Suite-II	M	2,179.0	00.989	76
Sugarloaf Suite-III	M	2,179.0	00.989	76
Sugarloaf Suite-IV	M	2,179.0	00.989	76
Bigelow Suite-I	N	2,259.0	01.026	79
Bigelow Suite-II	N	2,259.0	01.026	79
Bigelow Suite-III	N	2,259.0	01.026	79
Bigelow Suite-IV	N	2,259.0	01.026	79
		55,090.8	100.00%	

Notes:

1. Each Common Element Interest and Common Expense Liability has been rounded to the nearest one thousandth of one percent (0.001%) so that the sum of the Common Element Interests and Common Expense Liabilities allocated at any time to all the Unit and Quarter-share Estates may not equal one hundred percent (100%). The Common Element Interest, Common Expense Liability and Votes in the Association appurtenant to each Unit Quarter is determined by dividing by four (4) the Common Element Interest, Common Expense Liability, and Votes in the Association respectively, allocated to the underlying whole Unit as shown on Schedule B to the Declaration, as amended from time to time. In the event that the Common Element Interest, Common Expense Liability, and Votes in the Association allocated to a whole Unit are changed by virtue of an amendment to the Declaration, the Common Element Interest, Common

Expense Liability and Votes in the Association allocated to the Unit Quarters will automatically also change so as to equal one fourth (1/4) of the amended percentage as shown on Exhibit B to the Declaration.

2. If the Declarant exercises any Development Right to add more Units to the Condominium by creating additional Units on all or any portion of the Convertible Real Estate, the Common Element Interests, Common Expense Liabilities and Votes in the Association allocated to each Unit Quarter as set forth in this Schedule C will decrease, and those allocated interests shall be reallocated among all the Unit Quarters, both existing and newly created, on the basis of the formula for the allocation of those Allocated Interests provided in Paragraph 1 above.

STATE OF MAINE

FRANKLIN, SS. REGISTRY OF DEEDS

RECEIVED July 13, 1989

AT 9 h 52 m A M. AND RECORDED IN

BOOK 1109 PAGE 81

ATTEST: Susan A Black

Register

Exhibit "K-2" to
Public Offering Statement
Sugarloaf Mountain Center,
A Condominium

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION
SECOND AMENDMENT TO SUPPLEMENTAL QUARTERSHARE DECLARATION
OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

THIS AMENDMENT (this "Amendment") is made this 30th day of January, 1990.

1. Background. Sugarloaf Mountain Center, A Condominium (the "Condominium") has been created pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act") by the recording of the Declaration of Sugarloaf Mountain Center, A Condominium (the "Declaration") in the Franklin County Registry of Deeds in Book 936, Page 43, and the simultaneous recording in said registry of the Plats (the "Plats") and Plans (the "Plans") of the Condominium. The Declaration has since been amended by Amendment dated November 23, 1987, and recorded in said registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; and also by Third Amendment dated April 12, 1989, and recorded in said Registry in Book 1093, Page 140. The Declaration, Plats and Plans are incorporated by reference into this Amendment as if they were reproduced herein. Capitalized terms used herein without definition shall have the meaning specified for those terms in the Declaration or, if not defined in the Declaration or herein, the meaning specified or used for such terms in the Act.

A majority of the Units in the Condominium have been subjected to Chapter 10-A of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Time-share Act") by means of the Supplemental Quartershare Declaration dated December 19, 1988, and recorded in said Registry in Book 1077, Page 129 (the "Quartershare Declaration"). Paragraph 2.2 of the Quartershare Declaration allows the Sugarloaf Mountain Center Condominium Association (the "Association"), upon request of the appropriate Unit Owners, to amend the Quartershare Declaration to subject to its terms Units not originally subject to the Quartershare Declaration. The undersigned Unit Owners have requested in writing that the Association prepare an amendment subjecting their Units to the Quartershare Declaration, which the Association has done in the form of this Amendment.

2. Amendment of Schedule A. The Association, acting by and through its Directors, hereby amends and restates Schedule A to the Quartershare Declaration as set forth in the revised and restated Schedule A attached hereto. The revised Schedule A lists all of the Units which were formerly subject to The Quartershare Declaration, plus Units 332 and 433 which are made subject to the Quartershare Declaration by virtue of this Amendment.

3. Amendment of Schedule C. The Association, acting by and through its Directors, hereby amends and restates Schedule C to the Quartershare Declaration as set forth in the revised Schedule C attached hereto. The revised Schedule C recalculates the percentage of ownership interests allocated to each Unit Quarter following the addition of Units 332 and 433 to the Quartershare Declaration.

4. Execution. This Amendment has been prepared and duly adopted by the President of the Association pursuant to paragraph 2.2 of the Quartershare Declaration in response to the request of the owners of the Units subjected to the Quartershare Declaration by this Amendment. These Unit Owners have executed and acknowledged this Amendment by setting their hands and seals to the Addenda hereto marked "SIGNATURE PAGE" as of the date and year first above written, notwithstanding that any particular Addendum may have been executed on a different date. All executed Addenda shall be deemed integrated into this one single Amendment and dated as of the date and year first above written. Prior to recording, the Association will attach to this Amendment the certificate required by Section 2.2.5 of the Quartershare Declaration, executed and acknowledged by the President or the Vice-President and the Secretary or the Treasurer of the Association, certifying that the Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

By: Norman E. Bilodeau
Norman E. Bilodeau
Its President

STATE OF MAINE
County of Cumberland, ss. January 30, 1990

Personally appeared the above-named Norman E. Bilodeau, President of Sugarloaf Mountain Center Condominium Association, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said Association.

Before me,

Clare B. Hearn
Notary Public
Attorney-at-Law

CLARE B. HEARN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 4, 1992

Type or print name

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

CERTIFICATION OF AMENDMENT
PURSUANT TO SUBPARAGRAPH 16.2.5 OF THE
SUPPLEMENTAL QUARTERSHARE DECLARATION

The undersigned Norman E. Bilodeau, President of Sugarloaf Mountain Center Condominium Association, and Thomas C. Hildreth, Secretary of Sugarloaf Mountain Center Condominium Association, hereby certify, pursuant to subparagraph 16.2.5 of the Supplemental Quartershare Declaration, that the foregoing Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

Norman E. Bilodeau
Norman E. Bilodeau
President

Thomas C. Hildreth
Thomas C. Hildreth
Secretary

STATE OF MAINE
County of Cumberland, ss.

January 30, 1990

Personally appeared the above-named Norman E. Bilodeau in his capacity as President of the Sugarloaf Mountain Center Condominium Association, and acknowledged that the foregoing Amendment and Certification is his free act and deed in said capacity, and the free act and deed of the Association.

Before me,

SEAL
Notary Public
Attorney-at-Law

CLARK A. IRWIN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 6, 1993.

Type or print name

ADDENDUM TO SECOND AMENDMENT
TO
SUPPLEMENTAL QUARTERSHARE DECLARATION
OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Michael T. Emmons
Owner of Unit 332

Joseph O'Brien
Owner of Unit 332

Harry G. Patten
Owner of Unit 332

STATE OF MAINE
County of Cumberland, ss. January , 1990

Personally appeared the above-named Michael T. Emmons and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
Attorney-at-Law
ELIZABETH A. CONS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 8, 1993

Type or print name

SEAL

ADDENDUM TO SECOND AMENDMENT
TO
SUPPLEMENTAL QUARTERSHARE DECLARATION
OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Harold K Melvin

Harold Melvin, Personal
Representative to the estate of
H. King Cummings
Former Owner of Unit 433

STATE OF MAINE
County of Piscataquis , ss. January 26 , 1990

Personally appeared the above-named Harold Melvin, Personal Representative to the estate of H. King Cummings and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Judith R Robinson SEAL
Notary Public
Attorney-at-Law

JUDITH R. ROBINSON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 1, 1995

Type or print name

REVISED

SCHEDULE A

TO

SUPPLEMENTAL QUARTERSHARE DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

LIST OF UNITS
SUBJECT TO
SUPPLEMENTAL QUARTERSHARE
DECLARATION

112, 113, 114, 115, 116,
117, 118, 119, 212, 213,
214, 215, 216, 217, 218,
219, 226, 228, 230, 232,
301, 302, 303, 304, 305,
306, 307, 308, 309, 310,
311, 312, 313, 314, 315,
316, 317, 318, 319, 320,
321, 323, 324, 325, 326,
327, 328, 329, 330, 331,
332, 333, 335, 401, 402,
403, 404, 405, 406, 407,
408, 409, 410, 411, 412,
413, 414, 415, 416, 417,
418, 419, 420, 424, 426,
427, 428, 429, 431, 501,
502, 503, 504, 505, 506,
507, 508, 509, 510, 511,
520, 521, 524, 525, 526,
527, 528, 529, 530, 531,
532, 533, 535, 604, 605,
606, 607, 608, 609, 610,
611, Sugarloaf Suite,
Bigelow Suite

REVISED

SCHEDULE C

TO

SUPPLEMENTAL DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

DESCRIPTION OF UNIT QUARTERS

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
112-I	A	401.6	00.177%	14
112-II	A	401.6	00.177	14
112-III	A	401.6	00.177	14
112-IV	A	401.6	00.177	14
113-I	A	401.6	00.177	14
113-II	A	401.6	00.177	14
113-III	A	401.6	00.177	14
113-IV	A	401.6	00.177	14
114-I	A	401.6	00.177	14
114-II	A	401.6	00.177	14
114-III	A	401.6	00.177	14
114-IV	A	401.6	00.177	14
115-I	A	401.6	00.177	14
115-II	A	401.6	00.177	14
115-III	A	401.6	00.177	14
115-IV	A	401.6	00.177	14
116-I	A	401.6	00.177	14
116-II	A	401.6	00.177	14
116-III	A	401.6	00.177	14
116-IV	A	401.6	00.177	14
117-I	A	401.6	00.177	14
117-II	A	401.6	00.177	14
117-III	A	401.6	00.177	14
117-IV	A	401.6	00.177	14
118-I	A	401.6	00.177	14
118-II	A	401.6	00.177	14
118-III	A	401.6	00.177	14
118-IV	A	401.6	00.177	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
119-I	A	401.6	00.177	14
119-II	A	401.6	00.177	14
119-III	A	401.6	00.177	14
119-IV	A	401.6	00.177	14
212-I	A	401.6	00.177	14
212-II	A	401.6	00.177	14
212-III	A	401.6	00.177	14
212-IV	A	401.6	00.177	14
213-I	A	401.6	00.177	14
213-II	A	401.6	00.177	14
213-III	A	401.6	00.177	14
213-IV	A	401.6	00.177	14
214-I	A	401.6	00.177	14
214-II	A	401.6	00.177	14
214-III	A	401.6	00.177	14
214-IV	A	401.6	00.177	14
215-I	A	401.6	00.177	14
215-II	A	401.6	00.177	14
215-III	A	401.6	00.177	14
215-IV	A	401.6	00.177	14
216-I	A	401.6	00.177	14
216-II	A	401.6	00.177	14
216-III	A	401.6	00.177	14
216-IV	A	401.6	00.177	14
217-I	A	401.6	00.177	14
217-II	A	401.6	00.177	14
217-III	A	401.6	00.177	14
217-IV	A	401.6	00.177	14
218-I	A	401.6	00.177	14
218-II	A	401.6	00.177	14
218-III	A	401.6	00.177	14
218-IV	A	401.6	00.177	14
219-I	A	401.6	00.177	14
219-II	A	401.6	00.177	14
219-III	A	401.6	00.177	14
219-IV	A	401.6	00.177	14
226-I	F	614.4	00.271	22
226-II	F	614.4	00.271	22
226-III	F	614.4	00.271	22
226-IV	F	614.4	00.271	22

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
228-I	O	430.4	00.190	15
228-II	O	430.4	00.190	15
228-III	O	430.4	00.190	15
228-IV	O	430.4	00.190	15
230-I	O	430.4	00.190	15
230-II	O	430.4	00.190	15
230-III	O	430.4	00.190	15
230-IV	O	430.4	00.190	15
232-I	O	430.4	00.190	15
232-II	O	430.4	00.190	15
232-III	O	430.4	00.190	15
232-IV	O	430.4	00.190	15
301-I	C	520.0	00.230	18
301-II	C	520.0	00.230	18
301-III	C	520.0	00.230	18
301-IV	C	520.0	00.230	18
302-I	B	425.6	00.188	15
302-II	B	425.6	00.188	15
302-III	B	425.6	00.188	15
302-IV	B	425.6	00.188	15
303-I	A	401.6	00.177	14
303-II	A	401.6	00.177	14
303-III	A	401.6	00.177	14
303-IV	A	401.6	00.177	14
304-I	A	401.6	00.177	14
304-II	A	401.6	00.177	14
304-III	A	401.6	00.177	14
304-IV	A	401.6	00.177	14
305-I	A	401.6	00.177	14
305-II	A	401.6	00.177	14
305-III	A	401.6	00.177	14
305-IV	A	401.6	00.177	14
306-I	A	401.6	00.177	14
306-II	A	401.6	00.177	14
306-III	A	401.6	00.177	14
306-IV	A	401.6	00.177	14
307-I	A	401.6	00.177	14
307-II	A	401.6	00.177	14
307-III	A	401.6	00.177	14
307-IV	A	401.6	00.177	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
308-I	A	401.6	00.177	14
308-II	A	401.6	00.177	14
308-III	A	401.6	00.177	14
308-IV	A	401.6	00.177	14
309-I	A	401.6	00.177	14
309-II	A	401.6	00.177	14
309-III	A	401.6	00.177	14
309-IV	A	401.6	00.177	14
310-I	A	401.6	00.177	14
310-II	A	401.6	00.177	14
310-III	A	401.6	00.177	14
310-IV	A	401.6	00.177	14
311-I	A	401.6	00.177	14
311-II	A	401.6	00.177	14
311-III	A	401.6	00.177	14
311-IV	A	401.6	00.177	14
312-I	B	425.6	00.188	15
312-II	B	425.6	00.188	15
312-III	B	425.6	00.188	15
312-IV	B	425.6	00.188	15
313-I	B	425.6	00.188	15
313-II	B	425.6	00.188	15
313-III	B	425.6	00.188	15
313-IV	B	425.6	00.188	15
314-I	B	425.6	00.188	15
314-II	B	425.6	00.188	15
314-III	B	425.6	00.188	15
314-IV	B	425.6	00.188	15
315-I	B	425.6	00.188	15
315-II	B	425.6	00.188	15
315-III	B	425.6	00.188	15
315-IV	B	425.6	00.188	15
316-I	B	425.6	00.188	15
316-II	B	425.6	00.188	15
316-III	B	425.6	00.188	15
316-IV	B	425.6	00.188	15
317-I	B	425.6	00.188	15
317-II	B	425.6	00.188	15
317-III	B	425.6	00.188	15
317-IV	B	425.6	00.188	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
318-I	B	425.6	00.188	15
318-II	B	425.6	00.188	15
318-III	B	425.6	00.188	15
318-IV	B	425.6	00.188	15
319-I	B	425.6	00.188	15
319-II	B	425.6	00.188	15
319-III	B	425.6	00.188	15
319-IV	B	425.6	00.188	15
320-I	J	764.8	00.338	26
320-II	J	764.8	00.338	26
320-III	J	764.8	00.338	26
320-IV	J	764.8	00.338	26
321-I	P	684.8	00.302	24
321-II	P	684.8	00.302	24
321-III	P	684.8	00.302	24
321-IV	P	684.8	00.302	24
323-I	P	684.8	00.302	24
323-II	P	684.8	00.302	24
323-III	P	684.8	00.302	24
323-IV	P	684.8	00.302	24
324-I	E	683.2	00.313	24
324-II	E	683.2	00.313	24
324-III	E	683.2	00.313	24
324-IV	E	683.2	00.313	24
325-I	H	804.8	00.355	28
325-II	H	804.8	00.355	28
325-III	H	804.8	00.355	28
325-IV	H	804.8	00.355	28
326-I	Q	399.2	00.176	14
326-II	Q	399.2	00.176	14
326-III	Q	399.2	00.176	14
326-IV	Q	399.2	00.176	14
327-I	A	400.0	00.177	14
327-II	A	400.0	00.177	14
327-III	A	400.0	00.177	14
327-IV	A	400.0	00.177	14
328-I	Q	399.2	00.176	14
328-II	Q	399.2	00.176	14
328-III	Q	399.2	00.176	14
328-IV	Q	399.2	00.176	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
329-I	Q	399.2	00.176	14
329-II	Q	399.2	00.176	14
329-III	Q	399.2	00.176	14
329-IV	Q	399.2	00.176	14
330-I	A	400.0	00.177	14
330-II	A	400.0	00.177	14
330-III	A	400.0	00.177	14
330-IV	A	400.0	00.177	14
331-I	Q	399.2	00.176	14
331-II	Q	399.2	00.176	14
331-III	Q	399.2	00.176	14
331-IV	Q	399.2	00.176	14
332-I	K	1168.0	00.515	41
332-II	K	1168.0	00.515	41
332-III	K	1168.0	00.515	41
332-IV	K	1168.0	00.515	41
333-I	Q	399.2	00.176	14
333-II	Q	399.2	00.176	14
333-III	Q	399.2	00.176	14
333-IV	Q	399.2	00.176	14
335-I	Q	399.2	00.176	14
335-II	Q	399.2	00.176	14
335-III	Q	399.2	00.176	14
335-IV	Q	399.2	00.176	14
401-I	C	520.0	00.230	18
401-II	C	520.0	00.230	18
401-III	C	520.0	00.230	18
401-IV	C	520.0	00.230	18
402-I	A	401.6	00.177	14
402-II	A	401.6	00.177	14
402-III	A	401.6	00.177	14
402-IV	A	401.6	00.177	14
403-I	A	401.6	00.177	14
403-II	A	401.6	00.177	14
403-III	A	401.6	00.177	14
403-IV	A	401.6	00.177	14
404-I	A	401.6	00.177	14
404-II	A	401.6	00.177	14
404-III	A	401.6	00.177	14
404-IV	A	401.6	00.177	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
405-I	A	401.6	00.177	14
405-II	A	401.6	00.177	14
405-III	A	401.6	00.177	14
405-IV	A	401.6	00.177	14
406-I	A	401.6	00.177	14
406-II	A	401.6	00.177	14
406-III	A	401.6	00.177	14
406-IV	A	401.6	00.177	14
407-I	A	401.6	00.177	14
407-II	A	401.6	00.177	14
407-III	A	401.6	00.177	14
407-IV	A	401.6	00.177	14
408-I	A	401.6	00.177	14
408-II	A	401.6	00.177	14
408-III	A	401.6	00.177	14
408-IV	A	401.6	00.177	14
409-I	A	401.6	00.177	14
409-II	A	401.6	00.177	14
409-III	A	401.6	00.177	14
409-IV	A	401.6	00.177	14
410-I	A	401.6	00.177	14
410-II	A	401.6	00.177	14
410-III	A	401.6	00.177	14
410-IV	A	401.6	00.177	14
411-I	A	401.6	00.177	14
411-II	A	401.6	00.177	14
411-III	A	401.6	00.177	14
411-IV	A	401.6	00.177	14
412-I	D	352.0	00.155	13
412-II	D	352.0	00.155	13
412-III	D	352.0	00.155	13
412-IV	D	352.0	00.155	13
413-I	D	352.0	00.155	13
413-II	D	352.0	00.155	13
413-II	D	352.0	00.155	13
413-IV	D	352.0	00.155	13
414-I	D	352.0	00.155	13
414-II	D	352.0	00.155	13
414-III	D	352.0	00.155	13
414-IV	D	352.0	00.155	13

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
415-I	D	352.0	00.155	13
415-II	D	352.0	00.155	13
415-III	D	352.0	00.155	13
415-IV	D	352.0	00.155	13
416-I	D	352.0	00.155	13
416-II	D	352.0	00.155	13
416-III	D	352.0	00.155	13
416-IV	D	352.0	00.155	13
417-I	D	352.0	00.155	13
417-II	D	352.0	00.155	13
417-III	D	352.0	00.155	13
417-IV	D	352.0	00.155	13
418-I	D	352.0	00.155	13
418-II	D	352.0	00.155	13
418-III	D	352.0	00.155	13
418-IV	D	352.0	00.155	13
419-I	D	352.0	00.155	13
419-II	D	352.0	00.155	13
419-III	D	352.0	00.155	13
419-IV	D	352.0	00.155	13
420-I	J	764.8	00.338	26
420-II	J	764.8	00.338	26
420-III	J	764.8	00.338	26
420-IV	J	764.8	00.338	26
424-I	E	683.2	00.302	24
424-II	E	683.2	00.302	24
424-III	E	683.2	00.302	24
424-IV	E	683.2	00.302	24
426-I	A	400.0	00.176	14
426-II	A	400.0	00.176	14
426-III	A	400.0	00.176	14
426-IV	A	400.0	00.176	14
427-I	A	400.0	00.176	14
427-II	A	400.0	00.176	14
427-III	A	400.0	00.176	14
427-IV	A	400.0	00.176	14
428-I	A	400.0	00.176	14
428-II	A	400.0	00.176	14
428-III	A	400.0	00.176	14
428-IV	A	400.0	00.176	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
429-I	A	400.0	00.176	14
429-II	A	400.0	00.176	14
429-III	A	400.0	00.176	14
429-IV	A	400.0	00.176	14
431-I	A	400.0	00.176	14
431-II	A	400.0	00.176	14
431-III	A	400.0	00.176	14
431-IV	A	400.0	00.176	14
433-I	Q	399.2	00.176	14
433-II	Q	399.2	00.176	14
433-III	Q	399.2	00.176	14
433-IV	Q	399.2	00.176	14
501-I	C	520.0	00.230	18
501-II	C	520.0	00.230	18
501-III	C	520.0	00.230	18
501-IV	C	520.0	00.230	18
502-I	A	401.6	00.177	14
502-II	A	401.6	00.177	14
502-III	A	401.6	00.177	14
502-IV	A	401.6	00.177	14
503-I	B	425.6	00.188	15
503-II	B	425.6	00.188	15
503-III	B	425.6	00.188	15
503-IV	B	425.6	00.188	15
504-I	B	425.6	00.188	15
504-II	B	425.6	00.188	13
504-III	B	425.6	00.188	15
504-IV	B	425.6	00.188	15
505-I	B	425.6	00.188	15
505-II	B	425.6	00.188	15
505-III	B	425.6	00.188	15
505-IV	B	425.6	00.188	15
506-I	B	425.6	00.188	15
506-II	B	425.6	00.188	15
506-III	B	425.6	00.188	15
506-IV	B	425.6	00.188	15
507-I	B	425.6	00.188	15
507-II	B	425.6	00.188	15
507-III	B	425.6	00.188	15
507-IV	B	425.6	00.188	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
508-I	B	425.6	00.188	15
508-II	B	425.6	00.188	15
508-III	B	425.6	00.188	15
508-IV	B	425.6	00.188	15
509-I	B	425.6	00.188	15
509-II	B	425.6	00.188	15
509-III	B	425.6	00.188	15
509-IV	B	425.6	00.188	15
510-I	B	425.6	00.188	15
510-II	B	425.6	00.188	15
510-III	B	425.6	00.188	15
510-IV	B	425.6	00.188	15
511-I	B	425.6	00.188	15
511-II	B	425.6	00.188	15
511-III	B	425.6	00.188	15
511-IV	B	425.6	00.188	15
520-I	J	764.8	00.338	26
520-II	J	764.8	00.338	26
520-III	J	764.8	00.338	26
520-IV	J	764.8	00.338	26
521-I	G	457.6	00.202	16
521-II	G	457.6	00.202	16
521-III	G	457.6	00.202	16
521-IV	G	457.6	00.202	16
524-I	K	936.0	00.413	33
524-II	K	936.0	00.413	33
524-III	K	936.0	00.413	33
524-IV	K	936.0	00.413	33
525-I	I	667.2	00.294	23
525-II	I	667.2	00.294	23
525-III	I	667.2	00.294	23
525-IV	I	667.2	00.294	23
526-I	I	667.2	00.294	23
526-II	I	667.2	00.294	23
526-III	I	667.2	00.294	23
526-IV	I	667.2	00.294	23
527-I	I	667.2	00.294	23
527-II	I	667.2	00.294	23
527-III	I	667.2	00.294	23
527-IV	I	667.2	00.294	23

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
528-I	I	667.2	00.294	23
528-II	I	667.2	00.294	23
528-III	I	667.2	00.294	23
528-IV	I	667.2	00.294	23
529-I	I	667.2	00.294	23
529-II	I	667.2	00.294	23
529-III	I	667.2	00.294	23
529-IV	I	667.2	00.294	23
530-I	I	667.2	00.294	23
530-II	I	667.2	00.294	23
530-III	I	667.2	00.294	23
530-IV	I	667.2	00.294	23
531-I	I	667.2	00.294	23
531-II	I	667.2	00.294	23
531-III	I	667.2	00.294	23
531-IV	I	667.2	00.294	23
532-I	I	667.2	00.294	23
532-II	I	667.2	00.294	23
532-III	I	667.2	00.294	23
532-IV	I	667.2	00.294	23
533-I	I	667.2	00.294	23
533-II	I	667.2	00.294	23
533-III	I	667.2	00.294	23
533-IV	I	667.2	00.294	23
535-I	I	667.2	00.294	23
535-II	I	667.2	00.294	23
535-III	I	667.2	00.294	23
535-IV	I	667.2	00.294	23
604-I	D	352.0	00.155	13
604-II	D	352.0	00.155	13
604-III	D	352.0	00.155	13
604-IV	D	352.0	00.155	13
605-I	E	692.8	00.306	24
605-II	E	692.8	00.306	24
605-III	E	692.8	00.306	24
605-IV	E	692.8	00.306	24
606-I	D	352.0	00.155	13
606-II	D	352.0	00.155	13
606-III	D	352.0	00.155	13
606-IV	D	352.0	00.155	13

607-I	D	352.0	00.155	13
607-II	D	352.0	00.155	13
607-III	D	352.0	00.155	13
607-IV	D	352.0	00.155	13
608-I	D	352.0	00.155	13
608-II	D	352.0	00.155	13
608-III	D	352.0	00.155	13
608-IV	D	352.0	00.155	13
609-I	D	352.0	00.155	13
609-II	D	352.0	00.155	13
609-III	D	352.0	00.155	13
609-IV	D	352.0	00.155	13
610-I	D	352.0	00.155	13
610-II	D	352.0	00.155	13
610-III	D	352.0	00.155	13
610-IV	D	352.0	00.155	13
611-I	D	352.0	00.155	13
611-II	D	352.0	00.155	13
611-III	D	352.0	00.155	13
611-IV	D	352.0	00.155	13
Sugarloaf Suite-I	M	2,179.0	00.962	76
Sugarloaf Suite-II	M	2,179.0	00.962	76
Sugarloaf Suite-III	M	2,179.0	00.962	76
Sugarloaf Suite-IV	M	2,179.0	00.962	76
Bigelow Suite-I	N	2,259.0	00.997	79
Bigelow Suite-II	N	2,259.0	00.997	79
Bigelow Suite-III	N	2,259.0	00.997	79
Bigelow Suite-IV	N	2,259.0	00.997	79
		56,658.0	99.98%	

Notes:

1. Each Common Element Interest and Common Expense Liability has been rounded to the nearest one thousandth of one percent (0.001%) so that the sum of the Common Element Interests and Common Expense Liabilities allocated at any time to all the Unit and Quarter-share Estates may not equal one hundred percent (100%). The Common Element Interest, Common Expense Liability and Votes in the Association appurtenant to each Unit Quarter is determined by

dividing by four (4) the Common Element Interest, Common Expense Liability, and Votes in the Association respectively, allocated to the underlying whole Unit as shown on Schedule B to the Declaration, as amended from time to time. In the event that the Common Element Interest, Common Expense Liability, and Votes in the Association allocated to a whole Unit are changed by virtue of an amendment to the Declaration, the Common Element Interest, Common Expense Liability and Votes in the Association allocated to the Unit Quarters will automatically also change so as to equal one fourth (1/4) of the amended percentage as shown on Exhibit B to the Declaration.

2. If the Declarant exercises any Development Right to add more Units to the Condominium by creating additional Units on all or any portion of the Convertible Real Estate, the Common Element Interests, Common Expense Liabilities and Votes in the Association allocated to each Unit Quarter as set forth in this Schedule C will decrease, and those allocated interests shall be reallocated among all the Unit Quarters, both existing and newly created, on the basis of the formula for the allocation of those Allocated Interests provided in Paragraph 1 above.

Exhibit "K-3" to
Public Offering Statement
Sugarloaf Mountain Center,
A Condominium

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION THIRD AMENDMENT TO SUPPLEMENTAL QUARTERSHARE DECLARATION OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

THIS AMENDMENT (this "Amendment") is made this 29th day of January, 1991.

1. Background. Sugarloaf Mountain Center, A Condominium (the "Condominium") has been created pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act") by the recording of the Declaration of Sugarloaf Mountain Center, A Condominium (the "Declaration") in the Franklin County Registry of Deeds in Book 936, Page 43, and the simultaneous recording in said registry of the Plats (the "Plats") and Plans (the "Plans") of the Condominium. The Declaration has since been amended by Amendment dated November 23, 1987, and recorded in said registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; and also by Third Amendment dated April 12, 1989, and recorded in said Registry in Book 1093, Page 140. The Declaration, Plats and Plans are incorporated by reference into this Amendment as if they were reproduced herein. Capitalized terms used herein without definition shall have the meaning specified for those terms in the Declaration or, if not defined in the Declaration or herein, the meaning specified or used for such terms in the Act.

A majority of the Units in the Condominium have been subjected to Chapter 10-A of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Time-share Act") by means of the Supplemental Quartershare Declaration dated December 19, 1988, and recorded in said Registry in Book 1077, Page 129 (the "Quartershare Declaration"). Paragraph 2.2 of the Quartershare Declaration allows the Sugarloaf Mountain Center Condominium Association (the "Association"), upon request of the appropriate Unit Owners, to amend the Quartershare Declaration to subject to its terms Units not originally subject to the Quartershare Declaration. The undersigned Unit Owners have requested in writing that the Association prepare an amendment subjecting their Units to the Quartershare Declaration, which the Association has done in the form of this Amendment.

2. Amendment of Schedule A. The Association, acting by and through its Directors, hereby amends and restates Schedule A to the Quartershare Declaration as set forth in the revised and restated Schedule A attached hereto. The revised Schedule A lists all of the Units which were formerly subject to The Quartershare Declaration, plus the new Unit 522 which is made subject to the Quartershare Declaration by virtue of this Amendment.

3. Amendment of Schedule C. The Association, acting by and through its Directors, hereby amends and restates Schedule C to the Quartershare Declaration as set forth in the revised Schedule C attached hereto. The revised Schedule C recalculates the percentage of ownership interests allocated to each Unit Quarter following the addition of Unit 522 to the Quartershare Declaration.

4. Execution. This Amendment has been prepared and duly adopted by the President of the Association pursuant to paragraph 2.2 of the Quartershare Declaration in response to the request of the owners of the Units subjected to the Quartershare Declaration by this Amendment. These Unit Owners have executed and acknowledged this Amendment by setting their hands and seals to the Addenda hereto marked "SIGNATURE PAGE" as of the date and year first above written, notwithstanding that any particular Addendum may have been executed on a different date. All executed Addenda shall be deemed integrated into this one single Amendment and dated as of the date and year first above written. Prior to recording, the Association will attach to this Amendment the certificate required by Section 16.2.5 of the Quartershare Declaration, executed and acknowledged by the President or the Vice-President and the Secretary or the Treasurer of the Association, certifying that the Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

By: Norman E. Bilodeau
Norman E. Bilodeau
Its President

STATE OF MAINE
County of Cumberland, ss. January 29, 1991

Personally appeared the above-named Norman E. Bilodeau, President of Sugarloaf Mountain Center Condominium Association, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said Association.

Before me,

Clare B. Hearn
Notary Public
Attorney-at-Law

CLARE B. HEARN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 4, 1993

Type or print name

SIGNATURE PAGE

ADDENDUM TO THIRD AMENDMENT
TO
SUPPLEMENTAL QUARTERSHARE DECLARATION
OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Gerald W. Kriegel,
Owner of Unit 522

STATE OF MASSACHUSETTS
County of Plymouth, ss.

January 23, 1991

Personally appeared the above-named Gerald W. Kriegel and acknowledged the foregoing instrument to be his free act and deed.

Before me,

SEAL

Notary Public
Attorney-at-Law

JAMES H. CARR
Type or print name

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

CERTIFICATION OF AMENDMENT
PURSUANT TO SUBPARAGRAPH 16.2.5 OF THE
SUPPLEMENTAL QUARTERSHARE DECLARATION

The undersigned Norman E. Bilodeau, President of Sugarloaf Mountain Center Condominium Association, and Thomas C. Hildreth, Secretary of Sugarloaf Mountain Center Condominium Association, hereby certify, pursuant to subparagraph 16.2.5 of the Supplemental Quartershare Declaration, that the foregoing Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

Norman E. Bilodeau
President

Thomas C. Hildreth
Secretary

STATE OF MAINE
County of Cumberland, ss.

January 29, 1991

Personally appeared the above-named Norman E. Bilodeau in his capacity as President of the Sugarloaf Mountain Center Condominium Association, and acknowledged that the foregoing Amendment and Certification is his free act and deed in said capacity, and the free act and deed of the Association.

Before me,

Notary Public
Attorney-at-Law

CLARE B. HEARN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 4, 1993

Type or print name

MSA/D67690.CD3

REVISED

SCHEDULE A

TO

SUPPLEMENTAL QUARTERSHARE DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

LIST OF UNITS
SUBJECT TO
SUPPLEMENTAL QUARTERSHARE
DECLARATION

112, 113, 114, 115, 116,
117, 118, 119, 212, 213,
214, 215, 216, 217, 218,
219, 226, 228, 230, 232,
301, 302, 303, 304, 305,
306, 307, 308, 309, 310,
311, 312, 313, 314, 315,
316, 317, 318, 319, 320,
321, 323, 324, 325, 326,
327, 328, 329, 330, 331,
332, 333, 335, 401, 402,
403, 404, 405, 406, 407,
408, 409, 410, 411, 412,
413, 414, 415, 416, 417, 433,
418, 419, 420, 424, 426,
427, 428, 429, 431, 501,
502, 503, 504, 505, 506,
507, 508, 509, 510, 511,
520, 521, 522, 524, 525,
526, 527, 528, 529, 530,
531, 532, 533, 535, 604,
605, 606, 607, 608, 609,
610, 611, Sugarloaf Suite,
Bigelow Suite

MSA/D67690.CD4

REVISED

SCHEDULE C

TO

SUPPLEMENTAL DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

DESCRIPTION OF UNIT QUARTERS

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
112-I	A	401.6	00.177%	14
112-II	A	401.6	00.177	14
112-III	A	401.6	00.177	14
112-IV	A	401.6	00.177	14
113-I	A	401.6	00.177	14
113-II	A	401.6	00.177	14
113-III	A	401.6	00.177	14
113-IV	A	401.6	00.177	14
114-I	A	401.6	00.177	14
114-II	A	401.6	00.177	14
114-III	A	401.6	00.177	14
114-IV	A	401.6	00.177	14
115-I	A	401.6	00.177	14
115-II	A	401.6	00.177	14
115-III	A	401.6	00.177	14
115-IV	A	401.6	00.177	14
116-I	A	401.6	00.177	14
116-II	A	401.6	00.177	14
116-III	A	401.6	00.177	14
116-IV	A	401.6	00.177	14
117-I	A	401.6	00.177	14
117-II	A	401.6	00.177	14
117-III	A	401.6	00.177	14
117-IV	A	401.6	00.177	14
118-I	A	401.6	00.177	14
118-II	A	401.6	00.177	14
118-III	A	401.6	00.177	14
118-IV	A	401.6	00.177	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
119-I	A	401.6	00.177	14
119-II	A	401.6	00.177	14
119-III	A	401.6	00.177	14
119-IV	A	401.6	00.177	14
212-I	A	401.6	00.177	14
212-II	A	401.6	00.177	14
212-III	A	401.6	00.177	14
212-IV	A	401.6	00.177	14
213-I	A	401.6	00.177	14
213-II	A	401.6	00.177	14
213-III	A	401.6	00.177	14
213-IV	A	401.6	00.177	14
214-I	A	401.6	00.177	14
214-II	A	401.6	00.177	14
214-III	A	401.6	00.177	14
214-IV	A	401.6	00.177	14
215-I	A	401.6	00.177	14
215-II	A	401.6	00.177	14
215-III	A	401.6	00.177	14
215-IV	A	401.6	00.177	14
216-I	A	401.6	00.177	14
216-II	A	401.6	00.177	14
216-III	A	401.6	00.177	14
216-IV	A	401.6	00.177	14
217-I	A	401.6	00.177	14
217-II	A	401.6	00.177	14
217-III	A	401.6	00.177	14
217-IV	A	401.6	00.177	14
218-I	A	401.6	00.177	14
218-II	A	401.6	00.177	14
218-III	A	401.6	00.177	14
218-IV	A	401.6	00.177	14
219-I	A	401.6	00.177	14
219-II	A	401.6	00.177	14
219-III	A	401.6	00.177	14
219-IV	A	401.6	00.177	14
226-I	F	614.4	00.271	22
226-II	F	614.4	00.271	22
226-III	F	614.4	00.271	22
226-IV	F	614.4	00.271	22

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
228-I	O	430.4	00.190	15
228-II	O	430.4	00.190	15
228-III	O	430.4	00.190	15
228-IV	O	430.4	00.190	15
230-I	O	430.4	00.190	15
230-II	O	430.4	00.190	15
230-III	O	430.4	00.190	15
230-IV	O	430.4	00.190	15
232-I	O	430.4	00.190	15
232-II	O	430.4	00.190	15
232-III	O	430.4	00.190	15
232-IV	O	430.4	00.190	15
301-I	C	520.0	00.230	18
301-II	C	520.0	00.230	18
301-III	C	520.0	00.230	18
301-IV	C	520.0	00.230	18
302-I	B	425.6	00.188	15
302-II	B	425.6	00.188	15
302-III	B	425.6	00.188	15
302-IV	B	425.6	00.188	15
303-I	A	401.6	00.177	14
303-II	A	401.6	00.177	14
303-III	A	401.6	00.177	14
303-IV	A	401.6	00.177	14
304-I	A	401.6	00.177	14
304-II	A	401.6	00.177	14
304-III	A	401.6	00.177	14
304-IV	A	401.6	00.177	14
305-I	A	401.6	00.177	14
305-II	A	401.6	00.177	14
305-III	A	401.6	00.177	14
305-IV	A	401.6	00.177	14
306-I	A	401.6	00.177	14
306-II	A	401.6	00.177	14
306-III	A	401.6	00.177	14
306-IV	A	401.6	00.177	14
307-I	A	401.6	00.177	14
307-II	A	401.6	00.177	14
307-III	A	401.6	00.177	14
307-IV	A	401.6	00.177	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
308-I	A	401.6	00.177	14
308-II	A	401.6	00.177	14
308-III	A	401.6	00.177	14
308-IV	A	401.6	00.177	14
309-I	A	401.6	00.177	14
309-II	A	401.6	00.177	14
309-III	A	401.6	00.177	14
309-IV	A	401.6	00.177	14
310-I	A	401.6	00.177	14
310-II	A	401.6	00.177	14
310-III	A	401.6	00.177	14
310-IV	A	401.6	00.177	14
311-I	A	401.6	00.177	14
311-II	A	401.6	00.177	14
311-III	A	401.6	00.177	14
311-IV	A	401.6	00.177	14
312-I	B	425.6	00.188	15
312-II	B	425.6	00.188	15
312-III	B	425.6	00.188	15
312-IV	B	425.6	00.188	15
313-I	B	425.6	00.188	15
313-II	B	425.6	00.188	15
313-III	B	425.6	00.188	15
313-IV	B	425.6	00.188	15
314-I	B	425.6	00.188	15
314-II	B	425.6	00.188	15
314-III	B	425.6	00.188	15
314-IV	B	425.6	00.188	15
315-I	B	425.6	00.188	15
315-II	B	425.6	00.188	15
315-III	B	425.6	00.188	15
315-IV	B	425.6	00.188	15
316-I	B	425.6	00.188	15
316-II	B	425.6	00.188	15
316-III	B	425.6	00.188	15
316-IV	B	425.6	00.188	15
317-I	B	425.6	00.188	15
317-II	B	425.6	00.188	15
317-III	B	425.6	00.188	15
317-IV	B	425.6	00.188	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
318-I	B	425.6	00.188	15
318-II	B	425.6	00.188	15
318-III	B	425.6	00.188	15
318-IV	B	425.6	00.188	15
319-I	B	425.6	00.188	15
319-II	B	425.6	00.188	15
319-III	B	425.6	00.188	15
319-IV	B	425.6	00.188	15
320-I	J	764.8	00.338	26
320-II	J	764.8	00.338	26
320-III	J	764.8	00.338	26
320-IV	J	764.8	00.338	26
321-I	P	684.8	00.302	24
321-II	P	684.8	00.302	24
321-III	P	684.8	00.302	24
321-IV	P	684.8	00.302	24
323-I	P	684.8	00.302	24
323-II	P	684.8	00.302	24
323-III	P	684.8	00.302	24
323-IV	P	684.8	00.302	24
324-I	E	683.2	00.313	24
324-II	E	683.2	00.313	24
324-III	E	683.2	00.313	24
324-IV	E	683.2	00.313	24
325-I	H	804.8	00.355	28
325-II	H	804.8	00.355	28
325-III	H	804.8	00.355	28
325-IV	H	804.8	00.355	28
326-I	Q	399.2	00.176	14
326-II	Q	399.2	00.176	14
326-III	Q	399.2	00.176	14
326-IV	Q	399.2	00.176	14
327-I	A	400.0	00.177	14
327-II	A	400.0	00.177	14
327-III	A	400.0	00.177	14
327-IV	A	400.0	00.177	14
328-I	Q	399.2	00.176	14
328-II	Q	399.2	00.176	14
328-III	Q	399.2	00.176	14
328-IV	Q	399.2	00.176	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
329-I	Q	399.2	00.176	14
329-II	Q	399.2	00.176	14
329-III	Q	399.2	00.176	14
329-IV	Q	399.2	00.176	14
330-I	A	400.0	00.177	14
330-II	A	400.0	00.177	14
330-III	A	400.0	00.177	14
330-IV	A	400.0	00.177	14
331-I	Q	399.2	00.176	14
331-II	Q	399.2	00.176	14
331-III	Q	399.2	00.176	14
331-IV	Q	399.2	00.176	14
332-I	K	1168.0	00.515	41
332-II	K	1168.0	00.515	41
332-III	K	1168.0	00.515	41
332-IV	K	1168.0	00.515	41
333-I	Q	399.2	00.176	14
333-II	Q	399.2	00.176	14
333-III	Q	399.2	00.176	14
333-IV	Q	399.2	00.176	14
335-I	Q	399.2	00.176	14
335-II	Q	399.2	00.176	14
335-III	Q	399.2	00.176	14
335-IV	Q	399.2	00.176	14
401-I	C	520.0	00.230	18
401-II	C	520.0	00.230	18
401-III	C	520.0	00.230	18
401-IV	C	520.0	00.230	18
402-I	A	401.6	00.177	14
402-II	A	401.6	00.177	14
402-III	A	401.6	00.177	14
402-IV	A	401.6	00.177	14
403-I	A	401.6	00.177	14
403-II	A	401.6	00.177	14
403-III	A	401.6	00.177	14
403-IV	A	401.6	00.177	14
404-I	A	401.6	00.177	14
404-II	A	401.6	00.177	14
404-III	A	401.6	00.177	14
404-IV	A	401.6	00.177	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
405-I	A	401.6	00.177	14
405-II	A	401.6	00.177	14
405-III	A	401.6	00.177	14
405-IV	A	401.6	00.177	14
406-I	A	401.6	00.177	14
406-II	A	401.6	00.177	14
406-III	A	401.6	00.177	14
406-IV	A	401.6	00.177	14
407-I	A	401.6	00.177	14
407-II	A	401.6	00.177	14
407-III	A	401.6	00.177	14
407-IV	A	401.6	00.177	14
408-I	A	401.6	00.177	14
408-II	A	401.6	00.177	14
408-III	A	401.6	00.177	14
408-IV	A	401.6	00.177	14
409-I	A	401.6	00.177	14
409-II	A	401.6	00.177	14
409-III	A	401.6	00.177	14
409-IV	A	401.6	00.177	14
410-I	A	401.6	00.177	14
410-II	A	401.6	00.177	14
410-III	A	401.6	00.177	14
410-IV	A	401.6	00.177	14
411-I	A	401.6	00.177	14
411-II	A	401.6	00.177	14
411-III	A	401.6	00.177	14
411-IV	A	401.6	00.177	14
412-I	D	352.0	00.155	13
412-II	D	352.0	00.155	13
412-III	D	352.0	00.155	13
412-IV	D	352.0	00.155	13
413-I	D	352.0	00.155	13
413-II	D	352.0	00.155	13
413-II	D	352.0	00.155	13
413-IV	D	352.0	00.155	13
414-I	D	352.0	00.155	13
414-II	D	352.0	00.155	13
414-III	D	352.0	00.155	13
414-IV	D	352.0	00.155	13

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
415-I	D	352.0	00.155	13
415-II	D	352.0	00.155	13
415-III	D	352.0	00.155	13
415-IV	D	352.0	00.155	13
416-I	D	352.0	00.155	13
416-II	D	352.0	00.155	13
416-III	D	352.0	00.155	13
416-IV	D	352.0	00.155	13
417-I	D	352.0	00.155	13
417-II	D	352.0	00.155	13
417-III	D	352.0	00.155	13
417-IV	D	352.0	00.155	13
418-I	D	352.0	00.155	13
418-II	D	352.0	00.155	13
418-III	D	352.0	00.155	13
418-IV	D	352.0	00.155	13
419-I	D	352.0	00.155	13
419-II	D	352.0	00.155	13
419-III	D	352.0	00.155	13
419-IV	D	352.0	00.155	13
420-I	J	764.8	00.338	26
420-II	J	764.8	00.338	26
420-III	J	764.8	00.338	26
420-IV	J	764.8	00.338	26
424-I	E	683.2	00.302	24
424-II	E	683.2	00.302	24
424-III	E	683.2	00.302	24
424-IV	E	683.2	00.302	24
426-I	A	400.0	00.176	14
426-II	A	400.0	00.176	14
426-III	A	400.0	00.176	14
426-IV	A	400.0	00.176	14
427-I	A	400.0	00.176	14
427-II	A	400.0	00.176	14
427-III	A	400.0	00.176	14
427-IV	A	400.0	00.176	14
428-I	A	400.0	00.176	14
428-II	A	400.0	00.176	14
428-III	A	400.0	00.176	14
428-IV	A	400.0	00.176	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
429-I	A	400.0	00.176	14
429-II	A	400.0	00.176	14
429-III	A	400.0	00.176	14
429-IV	A	400.0	00.176	14
431-I	A	400.0	00.176	14
431-II	A	400.0	00.176	14
431-III	A	400.0	00.176	14
431-IV	A	400.0	00.176	14
433-I	Q	399.2	00.176	14
433-II	Q	399.2	00.176	14
433-III	Q	399.2	00.176	14
433-IV	Q	399.2	00.176	14
501-I	C	520.0	00.230	18
501-II	C	520.0	00.230	18
501-III	C	520.0	00.230	18
501-IV	C	520.0	00.230	18
502-I	A	401.6	00.177	14
502-II	A	401.6	00.177	14
502-III	A	401.6	00.177	14
502-IV	A	401.6	00.177	14
503-I	B	425.6	00.188	15
503-II	B	425.6	00.188	15
503-III	B	425.6	00.188	15
503-IV	B	425.6	00.188	15
504-I	B	425.6	00.188	15
504-II	B	425.6	00.188	13
504-III	B	425.6	00.188	15
504-IV	B	425.6	00.188	15
505-I	B	425.6	00.188	15
505-II	B	425.6	00.188	15
505-III	B	425.6	00.188	15
505-IV	B	425.6	00.188	15
506-I	B	425.6	00.188	15
506-II	B	425.6	00.188	15
506-III	B	425.6	00.188	15
506-IV	B	425.6	00.188	15
507-I	B	425.6	00.188	15
507-II	B	425.6	00.188	15
507-III	B	425.6	00.188	15
507-IV	B	425.6	00.188	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
508-I	B	425.6	00.188	15
508-II	B	425.6	00.188	15
508-III	B	425.6	00.188	15
508-IV	B	425.6	00.188	15
509-I	B	425.6	00.188	15
509-II	B	425.6	00.188	15
509-III	B	425.6	00.188	15
509-IV	B	425.6	00.188	15
510-I	B	425.6	00.188	15
510-II	B	425.6	00.188	15
510-III	B	425.6	00.188	15
510-IV	B	425.6	00.188	15
511-I	B	425.6	00.188	15
511-II	B	425.6	00.188	15
511-III	B	425.6	00.188	15
511-IV	B	425.6	00.188	15
520-I	JJ	382.4	00.169	13
520-II	JJ	382.4	00.169	13
520-III	JJ	382.4	00.169	13
520-IV	JJ	382.4	00.169	13
521-I	G	457.6	00.202	16
521-II	G	457.6	00.202	16
521-III	G	457.6	00.202	16
521-IV	G	457.6	00.202	16
522-I	JJ	382.4	00.169	13
522-II	JJ	382.4	00.169	13
522-III	JJ	382.4	00.169	13
522-IV	JJ	382.4	00.169	13
524-I	K	936.0	00.413	33
524-II	K	936.0	00.413	33
524-III	K	936.0	00.413	33
524-IV	K	936.0	00.413	33
525-I	I	667.2	00.294	23
525-II	I	667.2	00.294	23
525-III	I	667.2	00.294	23
525-IV	I	667.2	00.294	23
526-I	I	667.2	00.294	23
526-II	I	667.2	00.294	23
526-III	I	667.2	00.294	23
526-IV	I	667.2	00.294	23

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
527-I	I	667.2	00.294	23
527-II	I	667.2	00.294	23
527-III	I	667.2	00.294	23
527-IV	I	667.2	00.294	23
528-I	I	667.2	00.294	23
528-II	I	667.2	00.294	23
528-III	I	667.2	00.294	23
528-IV	I	667.2	00.294	23
529-I	I	667.2	00.294	23
529-II	I	667.2	00.294	23
529-III	I	667.2	00.294	23
529-IV	I	667.2	00.294	23
530-I	I	667.2	00.294	23
530-II	I	667.2	00.294	23
530-III	I	667.2	00.294	23
530-IV	I	667.2	00.294	23
531-I	I	667.2	00.294	23
531-II	I	667.2	00.294	23
531-III	I	667.2	00.294	23
531-IV	I	667.2	00.294	23
532-I	I	667.2	00.294	23
532-II	I	667.2	00.294	23
532-III	I	667.2	00.294	23
532-IV	I	667.2	00.294	23
533-I	I	667.2	00.294	23
533-II	I	667.2	00.294	23
533-III	I	667.2	00.294	23
533-IV	I	667.2	00.294	23
535-I	I	667.2	00.294	23
535-II	I	667.2	00.294	23
535-III	I	667.2	00.294	23
535-IV	I	667.2	00.294	23
604-I	D	352.0	00.155	13
604-II	D	352.0	00.155	13
604-III	D	352.0	00.155	13
604-IV	D	352.0	00.155	13
605-I	E	692.8	00.306	24
605-II	E	692.8	00.306	24
605-III	E	692.8	00.306	24
605-IV	E	692.8	00.306	24

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
606-I	D	352.0	00.155	13
606-II	D	352.0	00.155	13
606-III	D	352.0	00.155	13
606-IV	D	352.0	00.155	13
607-I	D	352.0	00.155	13
607-II	D	352.0	00.155	13
607-III	D	352.0	00.155	13
607-IV	D	352.0	00.155	13
608-I	D	352.0	00.155	13
608-II	D	352.0	00.155	13
608-III	D	352.0	00.155	13
608-IV	D	352.0	00.155	13
609-I	D	352.0	00.155	13
609-II	D	352.0	00.155	13
609-III	D	352.0	00.155	13
609-IV	D	352.0	00.155	13
610-I	D	352.0	00.155	13
610-II	D	352.0	00.155	13
610-III	D	352.0	00.155	13
610-IV	D	352.0	00.155	13
611-I	D	352.0	00.155	13
611-II	D	352.0	00.155	13
611-III	D	352.0	00.155	13
611-IV	D	352.0	00.155	13
Sugarloaf Suite-I	M	2,179.0	00.962	76
Sugarloaf Suite-II	M	2,179.0	00.962	76
Sugarloaf Suite-III	M	2,179.0	00.962	76
Sugarloaf Suite-IV	M	2,179.0	00.962	76
Bigelow Suite-I	N	2,259.0	00.997	79
Bigelow Suite-II	N	2,259.0	00.997	79
Bigelow Suite-III	N	2,259.0	00.997	79
Bigelow Suite-IV	N	2,259.0	00.997	79
		56,658.0	99.98%	

Notes:

1. Each Common Element Interest and Common Expense Liability has been rounded to the nearest one thousandth of one percent (0.001%) so that the sum of the Common Element Interests and Common Expense Liabilities allocated at any time to all the Unit and Quarter-share Estates may not equal one hundred percent (100%). The Common Element Interest, Common Expense Liability and Votes in the Association appurtenant to each Unit Quarter is determined by dividing by four (4) the Common Element Interest, Common Expense Liability, and Votes in the Association respectively, allocated to the underlying whole Unit as shown on Schedule B to the Declaration, as amended from time to time. In the event that the Common Element Interest, Common Expense Liability, and Votes in the Association allocated to a whole Unit are changed by virtue of an amendment to the Declaration, the Common Element Interest, Common Expense Liability and Votes in the Association allocated to the Unit Quarters will automatically also change so as to equal one fourth (1/4) of the amended percentage as shown on Exhibit B to the Declaration.

2. If the Declarant exercises any Development Right to add more Units to the Condominium by creating additional Units on all or any portion of the Convertible Real Estate, the Common Element Interests, Common Expense Liabilities and Votes in the Association allocated to each Unit Quarter as set forth in this Schedule C will decrease, and those allocated interests shall be reallocated among all the Unit Quarters, both existing and newly created, on the basis of the formula for the allocation of those Allocated Interests provided in Paragraph 1 above.

MSA/d67690.CD5

Franklin County
Received: February 4, 1991
Time: 11 H 15 M AM.
Attest:
Register Susan A Black

Exhibit K-4 to Public Offering Statement of Sugarloaf Mountain Center A Condominium

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

CERTIFICATE OF AMENDMENT PURSUANT TO SUBPARAGRAPH 16.2.5 OF THE SUPPLEMENTAL QUARTERSHARE DECLARATION

The undersigned Norman E. Bilodeau, President of Sugarloaf Mountain Center Condominium Association, and Thomas Hildreth, Secretary of Sugarloaf Mountain Center Condominium, hereby certify pursuant to subparagraph 16.2.5 of the Supplemental Quartershare Declaration recorded in Book 1077, Page 125 of the Franklin County Registry of Deeds, that the Fourth Amendment to the Supplemental Quartershare Declaration of Sugarloaf Mountain Center, A Condominium attached hereto as Exhibit A has been prepared and duly adopted pursuant to Subparagraph 16.2.2 of the Supplemental Quartershare Declaration.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

By: Norman E. Bilodeau
Norman E. Bilodeau
Its President

By: Thomas Hildreth
Thomas Hildreth
Secretary

STATE OF MAINE
County of Cumberland, ss. March 11, 1991

Personally appeared the above-named Norman E. Bilodeau in his capacity as President of Sugarloaf Mountain Center Condominium Association, and acknowledged the foregoing Third Amendment and Certification is his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Carol L. Mitchell
~~Notary Public~~
Attorney-at-Law

Carol L. Mitchell
Type or print name

STATE OF MAINE
County of Cumberland, ss. March 12, 1991

Personally appeared the above-named Thomas Hildreth in his capacity as Secretary of Sugarloaf Mountain Center Condominium Association, and acknowledged the foregoing Third Amendment and Certification is his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Notary Public
~~Attorney-at-Law~~

IRENE M. REID
Type or print name
My Commission Expires 3-2-98

MJM/D64099.AE3

EXHIBIT A

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

FOURTH AMENDMENT TO SUPPLEMENTAL QUARTERSHARE DECLARATION OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Pursuant to Section 16.2.2 of the Supplemental Quartershare Declaration, at a meeting duly called and held on January 19, 1991, Apex, Inc., owner of Units to which are allocated in excess of 20% of the vote in the Association, proposed and Unit Quarter Owners representing in excess of 67% of the votes in the Association

VOTED: To amend Section 10.4 of the Supplemental Quartershare Declaration by adding the following sentence after the existing third sentence in said Section 10.4:

> "Funds collected for the maintenance and replacement of Common Furnishings as aforesaid shall be held in escrow for such purposes by the Association and shall be disbursed by the Association as the Directors deem necessary and appropriate."

AND FURTHER
VOTED: To further amend said Section 10.4 by deleting the existing sixth sentence of said Section 10.4 which states that:

> "The Common Furnishings are and shall be owned by the Association and shall be or shall be deemed to be Limited Common Elements allocated to all of the Units which are subject to this Supplemental Quartershare Declaration."

and by replacing said sixth sentence with the following new sentence:

> "The Common Furnishings are and shall be owned, at any point in time, by all of the then Unit Quarter Owners of record, as tenants-in-common and in proportion to the Common Element interests as shown on Schedule C to this Supplemental Quartershare Declaration."

MJM/D64099.AE2

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION
SIXTH AMENDMENT TO SUPPLEMENTAL QUARTERSHARE DECLARATION OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

THIS AMENDMENT (this "Amendment") is made this 26th day of August 1992.

1. Background. Sugarloaf Mountain Center, A Condominium (the "Condominium") has been created pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act") by the recording of the Declaration of Sugarloaf Mountain Center, A Condominium (the "Declaration") in the Franklin County Registry of Deeds in Book 936, Page 43, and the simultaneous recording in said registry of the Plats (the "Plats") and Plans (the "Plans") of the Condominium. The Declaration has since been amended by Amendment dated November 23, 1987, and recorded in said Registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; by Third Amendment dated April 12, 1989, and recorded in said Registry in Book 1093, Page 140; by Fourth Amendment acknowledged on March 11 and 12, 1991, and recorded in said Registry in Book 1210, Page 240; and by Fifth Amendment dated June 6, 1991, and recorded in said Registry in book 1248, Page 328. The Declaration, Plats and Plans are incorporated by reference into this Amendment as if they were reproduced herein. Capitalized terms used herein without definition shall have the meaning specified for those terms in the Declaration or, if not defined in the Declaration or herein, the meaning specified or used for such terms in the Act.

2. Amendment of Article XVI. Subparagraph 16.2.1 of Article XVI of the Supplemental Quartershare Declaration is hereby deleted and replaced with the following new subparagraph 16.2.1:

> 16.2.1. Notice. A clear explanation of the substance and purpose of any proposed amendments to this Supplemental Quartershare Declaration shall be mailed or hand delivered to each member of the Association not less than ten nor more than fifty days prior to the meeting at which the proposed amendment is submitted to the Association for consideration and vote. Upon the affirmative vote of or upon written petition signed by Unit Owners entitled to cast not less than ten percent (10%) of the Votes in the Association, the vote on any such amendment shall be postponed until the next regular or special meeting of the Association. Any further postponement of the vote on the proposed amendment shall require the affirmative vote of or written petition signed by Unit Owners entitled to cast not less than one third of the Votes in the Association.

3. Execution and Certification. The undersigned President and Secretary of the Association certify, pursuant to subparagraph 16.2.5 of the Supplemental Quartershare Declaration,

MORTGAGEE SIGNATURE PAGE

ADDENDUM TO SIXTH AMENDMENT
TO
DECLARATION OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

PEOPLES HERITAGE SAVINGS BANK, holder of mortgages on Units representing MORE THAN 51% OF the Votes of Units subject to mortgages.

By: John E. Menario
John E. Menario
Its Senior Executive Vice President

STATE OF MAINE
County of Cumberland, ss.

October 14, , 1992

Personally appeared the above-named John E. Menario, Senior Executive Vice President of Peoples Heritage Savings Bank, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Peoples Heritage Savings Bank.

Before me,

Carolyn A. Chadburn
Notary Public/~~Attorney-at-Law~~

CAROLYN A. CHADBURN
Print or type name

CAROLYN A. CHADBURN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 11, 1998

MSA/D67690.DE6

FRANKLIN, SS REC'D.
92 OCT 22 AM 9:30
ATTEST-REGISTER Susan A Black

RETURN TO:

Martin S. Amick, Esq.
Verrill & Dana
One Portland Square
P.O. Box 586
Portland, ME 04112

STATE OF MAINE

FRANKLIN, SS. REGISTRY OF DEEDS

RECEIVED February 8, 1990

AT 10 h 31 m A M. AND RECORDED IN

BOOK 1146 PAGE 126

ATTEST: Susan A Black

Register

REVISED

SCHEDULE C

TO

SUPPLEMENTAL DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

DESCRIPTION OF UNIT QUARTERS

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
112-I	A	401.6	00.176%	14
112-II	A	401.6	00.176	14
112-III	A	401.6	00.176	14
112-IV	A	401.6	00.176	14
113-I	A	401.6	00.176	14
113-II	A	401.6	00.176	14
113-III	A	401.6	00.176	14
113-IV	A	401.6	00.176	14
114-I	A	401.6	00.176	14
114-II	A	401.6	00.176	14
114-III	A	401.6	00.176	14
114-IV	A	401.6	00.176	14
115-I	A	401.6	00.176	14
115-II	A	401.6	00.176	14
115-III	A	401.6	00.176	14
115-IV	A	401.6	00.176	14
116-I	A	401.6	00.176	14
116-II	A	401.6	00.176	14
116-III	A	401.6	00.176	14
116-IV	A	401.6	00.176	14
117-I	A	401.6	00.176	14
117-II	A	401.6	00.176	14
117-III	A	401.6	00.176	14
117-IV	A	401.6	00.176	14
118-I	A	401.6	00.176	14
118-II	A	401.6	00.176	14
118-III	A	401.6	00.176	14
118-IV	A	401.6	00.176	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
119-I	A	401.6	00.176	14
119-II	A	401.6	00.176	14
119-III	A	401.6	00.176	14
119-IV	A	401.6	00.176	14
212-I	A	401.6	00.176	14
212-II	A	401.6	00.176	14
212-III	A	401.6	00.176	14
212-IV	A	401.6	00.176	14
213-I	A	401.6	00.176	14
213-II	A	401.6	00.176	14
213-III	A	401.6	00.176	14
213-IV	A	401.6	00.176	14
214-I	A	401.6	00.176	14
214-II	A	401.6	00.176	14
214-III	A	401.6	00.176	14
214-IV	A	401.6	00.176	14
215-I	A	401.6	00.176	14
215-II	A	401.6	00.176	14
215-III	A	401.6	00.176	14
215-IV	A	401.6	00.176	14
216-I	A	401.6	00.176	14
216-II	A	401.6	00.176	14
216-III	A	401.6	00.176	14
216-IV	A	401.6	00.176	14
217-I	A	401.6	00.176	14
217-II	A	401.6	00.176	14
217-III	A	401.6	00.176	14
217-IV	A	401.6	00.176	14
218-I	A	401.6	00.176	14
218-II	A	401.6	00.176	14
218-III	A	401.6	00.176	14
218-IV	A	401.6	00.176	14
219-I	A	401.6	00.176	14
219-II	A	401.6	00.176	14
219-III	A	401.6	00.176	14
219-IV	A	401.6	00.176	14
226-I	F	614.4	00.269	22
226-II	F	614.4	00.269	22
226-III	F	614.4	00.269	22
226-IV	F	614.4	00.269	22

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
228-I	O	430.4	00.189	15
228-II	O	430.4	00.189	15
228-III	O	430.4	00.189	15
228-IV	O	430.4	00.189	15
230-I	O	430.4	00.189	15
230-II	O	430.4	00.189	15
230-III	O	430.4	00.189	15
230-IV	O	430.4	00.189	15
232-I	O	430.4	00.189	15
232-II	O	430.4	00.189	15
232-III	O	430.4	00.189	15
232-IV	O	430.4	00.189	15
301-I	C	520.0	00.228	18.25
301-II	C	520.0	00.228	18.25
301-III	C	520.0	00.228	18.25
301-IV	C	520.0	00.228	18.25
302-I	B	425.6	00.187	15
302-II	B	425.6	00.187	15
302-III	B	425.6	00.187	15
302-IV	B	425.6	00.187	15
303-I	A	401.6	00.176	14
303-II	A	401.6	00.176	14
303-III	A	401.6	00.176	14
303-IV	A	401.6	00.176	14
304-I	A	401.6	00.176	14
304-II	A	401.6	00.176	14
304-III	A	401.6	00.176	14
304-IV	A	401.6	00.176	14
305-I	A	401.6	00.176	14
305-II	A	401.6	00.176	14
305-III	A	401.6	00.176	14
305-IV	A	401.6	00.176	14
306-I	A	401.6	00.176	14
306-II	A	401.6	00.176	14
306-III	A	401.6	00.176	14
306-IV	A	401.6	00.176	14
307-I	A	401.6	00.176	14
307-II	A	401.6	00.176	14
307-III	A	401.6	00.176	14
307-IV	A	401.6	00.176	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
308-I	A	401.6	00.176	14
308-II	A	401.6	00.176	14
308-III	A	401.6	00.176	14
308-IV	A	401.6	00.176	14
309-I	A	401.6	00.176	14
309-II	A	401.6	00.176	14
309-III	A	401.6	00.176	14
309-IV	A	401.6	00.176	14
310-I	A	401.6	00.176	14
310-II	A	401.6	00.176	14
310-III	A	401.6	00.176	14
310-IV	A	401.6	00.176	14
311-I	A	401.6	00.176	14
311-II	A	401.6	00.176	14
311-III	A	401.6	00.176	14
311-IV	A	401.6	00.176	14
312-I	B	425.6	00.186	15
312-II	B	425.6	00.186	15
312-III	B	425.6	00.186	15
312-IV	B	425.6	00.186	15
313-I	B	425.6	00.186	15
313-II	B	425.6	00.186	15
313-III	B	425.6	00.186	15
313-IV	B	425.6	00.186	15
314-I	B	425.6	00.186	15
314-II	B	425.6	00.186	15
314-III	B	425.6	00.186	15
314-IV	B	425.6	00.186	15
315-I	B	425.6	00.186	15
315-II	B	425.6	00.186	15
315-III	B	425.6	00.186	15
315-IV	B	425.6	00.186	15
316-I	B	425.6	00.186	15
316-II	B	425.6	00.186	15
316-III	B	425.6	00.186	15
316-IV	B	425.6	00.186	15
317-I	B	425.6	00.186	15
317-II	B	425.6	00.186	15
317-III	B	425.6	00.186	15
317-IV	B	425.6	00.186	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
318-I	B	425.6	00.186	15
318-II	B	425.6	00.186	15
318-III	B	425.6	00.186	15
318-IV	B	425.6	00.186	15
319-I	B	425.6	00.186	15
319-II	B	425.6	00.186	15
319-III	B	425.6	00.186	15
319-IV	B	425.6	00.186	15
320-I	J	764.8	00.335	26.75
320-II	J	764.8	00.335	26.75
320-III	J	764.8	00.335	26.75
320-IV	J	764.8	00.335	26.75
321-I	P	684.8	00.300	24
321-II	P	684.8	00.300	24
321-III	P	684.8	00.300	24
321-IV	P	684.8	00.300	24
323-I	P	684.8	00.300	24
323-II	P	684.8	00.300	24
323-III	P	684.8	00.300	24
323-IV	P	684.8	00.300	24
324-I	E	683.2	00.299	24
324-II	E	683.2	00.299	24
324-III	E	683.2	00.299	24
324-IV	E	683.2	00.299	24
325-I	H	804.8	00.353	28.25
325-II	H	804.8	00.353	28.25
325-III	H	804.8	00.353	28.25
325-IV	H	804.8	00.353	28.25
326-I	Q	399.2	00.175	14
326-II	Q	399.2	00.175	14
326-III	Q	399.2	00.175	14
326-IV	Q	399.2	00.175	14
327-I	A	400.0	00.175	14
327-II	A	400.0	00.175	14
327-III	A	400.0	00.175	14
327-IV	A	400.0	00.175	14
328-I	Q	399.2	00.175	14
328-II	Q	399.2	00.175	14
328-III	Q	399.2	00.175	14
328-IV	Q	399.2	00.175	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
329-I	Q	399.2	00.175	14
329-II	Q	399.2	00.175	14
329-III	Q	399.2	00.175	14
329-IV	Q	399.2	00.175	14
330-I	A	400.0	00.175	14
330-II	A	400.0	00.175	14
330-III	A	400.0	00.175	14
330-IV	A	400.0	00.175	14
331-I	Q	399.2	00.175	14
331-II	Q	399.2	00.175	14
331-III	Q	399.2	00.175	14
331-IV	Q	399.2	00.175	14
332-I	LL	768.0	00.337	27
332-II	LL	768.0	00.337	27
332-III	LL	768.0	00.337	27
332-IV	LL	768.0	00.337	27
333-I	Q	399.2	00.175	14
333-II	Q	399.2	00.175	14
333-III	Q	399.2	00.175	14
333-IV	Q	399.2	00.175	14
335-I	Q	399.2	00.175	14
335-II	Q	399.2	00.175	14
335-III	Q	399.2	00.175	14
335-IV	Q	399.2	00.175	14
401-I	C	520.0	00.228	18.25
401-II	C	520.0	00.228	18.25
401-III	C	520.0	00.228	18.25
401-IV	C	520.0	00.228	18.25
402-I	A	401.6	00.176	14
402-II	A	401.6	00.176	14
402-III	A	401.6	00.176	14
402-IV	A	401.6	00.176	14
403-I	A	401.6	00.176	14
403-II	A	401.6	00.176	14
403-III	A	401.6	00.176	14
403-IV	A	401.6	00.176	14
404-I	A	401.6	00.176	14
404-II	A	401.6	00.176	14
404-III	A	401.6	00.176	14
404-IV	A	401.6	00.176	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
405-I	A	401.6	00.176	14
405-II	A	401.6	00.176	14
405-III	A	401.6	00.176	14
405-IV	A	401.6	00.176	14
406-I	A	401.6	00.176	14
406-II	A	401.6	00.176	14
406-III	A	401.6	00.176	14
406-IV	A	401.6	00.176	14
407-I	A	401.6	00.176	14
407-II	A	401.6	00.176	14
407-III	A	401.6	00.176	14
407-IV	A	401.6	00.176	14
408-I	A	401.6	00.176	14
408-II	A	401.6	00.176	14
408-III	A	401.6	00.176	14
408-IV	A	401.6	00.176	14
409-I	A	401.6	00.176	14
409-II	A	401.6	00.176	14
409-III	A	401.6	00.176	14
409-IV	A	401.6	00.176	14
410-I	A	401.6	00.176	14
410-II	A	401.6	00.176	14
410-III	A	401.6	00.176	14
410-IV	A	401.6	00.176	14
411-I	A	401.6	00.176	14
411-II	A	401.6	00.176	14
411-III	A	401.6	00.176	14
411-IV	A	401.6	00.176	14
412-I	D	352.0	00.154	12.25
412-II	D	352.0	00.154	12.25
412-III	D	352.0	00.154	12.25
412-IV	D	352.0	00.154	12.25
413-I	D	352.0	00.154	12.25
413-II	D	352.0	00.154	12.25
413-II	D	352.0	00.154	12.25
413-IV	D	352.0	00.154	12.25
414-I	D	352.0	00.154	12.25
414-II	D	352.0	00.154	12.25
414-III	D	352.0	00.154	12.25
414-IV	D	352.0	00.154	12.25

Accordingly, Unit 433 has been included in the revised Schedule A attached to this Amendment.

2. Amendment of Schedule A. The Association, acting by and through its Directors, hereby amends and restates Schedule A to the Quartershare Declaration as set forth in the revised and restated Schedule A attached hereto. The revised Schedule A lists all of the Units which were formerly subject to the Quartershare Declaration, plus Unit 435 which is made subject to the Quartershare Declaration by virtue of this Amendment.

3. Amendment of Schedule C. The Association, acting by and through its Directors, hereby amends and restates Schedule C to the Quartershare Declaration as set forth in the revised Schedule C attached hereto. The revised Schedule C recalculates the percentage of ownership interests allocated to each Unit Quarter following the subjection of this Unit 435 to the Quartershare Declaration.

4. Execution. This Amendment has been prepared and duly adopted by the President of the Association pursuant to paragraph 2.2 of the Quartershare Declaration in response to the request of the owners of the Units subjected to the Quartershare Declaration by this Amendment. These Unit Owners have executed and acknowledged this Amendment by setting their hands and seals to the Addenda hereto marked "SIGNATURE PAGE" as of the date and year first above written, notwithstanding that any particular Addendum may have been executed on a different date. All executed Addenda shall be deemed integrated into this one single Amendment and dated as of the date and year first above written. Prior to recording, the Association will attach to this Amendment the certificate required by Section 16.2.5 of the Quartershare Declaration, executed and acknowledged by the President or the Vice-President and the Secretary or the Treasurer of the Association, certifying that the Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

By: Mark Rosborough
Mark N. Rosborough
Its President

Personally Appeared before me,

Deborah A. Grover

DEBORAH A. GROVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JUNE 1, 1990

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION
SEVENTH AMENDMENT TO SUPPLEMENTAL QUARTERSHARE DECLARATION
OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

THIS AMENDMENT (this "Amendment") is made this 19th day of August, 1993.

1. Background. Sugarloaf Mountain Center, A Condominium (the "Condominium") has been created pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act") by the recording of the Declaration of Sugarloaf Mountain Center, A Condominium (the "Declaration") in the Franklin County Registry of Deeds in Book 936, Page 43, and the simultaneous recording in said registry of the Plats (the "Plats") and Plans (the "Plans") of the Condominium. The Declaration has since been amended by Amendment dated November 23, 1987, and recorded in said registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; and also by Third Amendment dated April 12, 1989, and recorded in said Registry in Book 1093, Page 140. The Declaration, Plats and Plans are incorporated by reference into this Amendment as if they were reproduced herein. Capitalized terms used herein without definition shall have the meaning specified for those terms in the Declaration or, if not defined in the Declaration or herein, the meaning specified or used for such terms in the Act.

A majority of the Units in the Condominium previously have been subjected to Chapter 10-A of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Time-share Act") by means of the Supplemental Quartershare Declaration dated December 19, 1988, and recorded in said Registry in Book 1077, Page 129 (the "Quartershare Declaration"). Paragraph 2.2 of the Quartershare Declaration allows the Sugarloaf Mountain Center Condominium Association (the "Association"), upon request of the appropriate Unit Owners, to amend the Quartershare Declaration to subject to its terms Units not originally subject to the Quartershare Declaration. The undersigned owner of Unit 435 has requested in writing that the Association prepare an amendment subjecting said Unit to the Quartershare Declaration, which the Association has done in the form of this Amendment.

Unit 433 was made subject to the Quartershare Declaration by the Second Amendment To Supplemental Quartershare Declaration dated January 30, 1990, and recorded in the Franklin County Registry of Deeds in Book 1146, Page 126. However, due to a typographical error, Unit 433 was omitted from the listing of Quartershared Units attached to said Amendment as Schedule A.

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

CERTIFICATION OF AMENDMENT
PURSUANT TO SUBPARAGRAPH 16.2.5 OF THE
SUPPLEMENTAL QUARTERSHARE DECLARATION

The undersigned Mark N. Rosborough, President of Sugarloaf Mountain Center Condominium Association, and Thomas C. Hildreth, Secretary of Sugarloaf Mountain Center Condominium Association, hereby certify, pursuant to subparagraph 16.2.5 of the Supplemental Quartershare Declaration, that the foregoing Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

Mark N. Rosborough
President

Thomas C. Hildreth
Secretary

STATE OF MAINE
County of Cumberland, ss. August 26, 1993

Personally appeared the above-named Mark N. Rosborough in his capacity as President of the Sugarloaf Mountain Center Condominium Association, and acknowledged that the foregoing Amendment and Certification is his free act and deed in said capacity, and the free act and deed of the Association.

Before me,

Notary Public
Attorney-at-Law
DEBORAH A. GROVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JUNE 1, 1998

Type or print name

MSA/D67690.CD3

SIGNATURE PAGE

ADDENDUM TO SEVENTH AMENDMENT
TO
SUPPLEMENTAL QUARTERSHARE DECLARATION
OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Fletcher Brown
Owner of Unit 435

STATE OF MAINE
County of Cumberland, ss. August 19, 1993

Personally appeared the above-named Fletcher Brown and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
Attorney-at-Law

Type or print name

STATE OF MAINE
County of Cumberland, ss. August 26 , 1993

Personally appeared the above-named Mark N. Rosborough, President of Sugarloaf Mountain Center Condominium Association, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said Association.

Before me,

Deborah A. Grover

Notary Public
Attorney-at-Law

DEBORAH A. GROVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JUNE 1, 1998

Type or print name

See page -2-

REVISED

SCHEDULE A

TO

SUPPLEMENTAL QUARTERSHARE DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

LIST OF UNITS
SUBJECT TO
SUPPLEMENTAL QUARTERSHARE
DECLARATION

112, 113, 114, 115, 116,
117, 118, 119, 212, 213,
214, 215, 216, 217, 218,
219, 226, 228, 230, 232,
301, 302, 303, 304, 305,
306, 307, 308, 309, 310,
311, 312, 313, 314, 315,
316, 317, 318, 319, 320,
321, 323, 324, 325, 326,
327, 328, 329, 330, 331,
332, 333, 335, 401, 402,
403, 404, 405, 406, 407,
408, 409, 410, 411, 412,
413, 414, 415, 416, 417,
418, 419, 420, 424, 426,
427, 428, 429, 430, 431,
433, 435, 501, 502, 503,
504, 505, 506, 507, 508,
509, 510, 511, 520, 521,
522, 524, 525, 526, 527,
528, 529, 530, 531, 532,
533, 535, 604, 605, 606,
607, 608, 609, 610, 611,
Sugarloaf Suite, Bigelow
Suite

Revised August 15, 1993
Seventh Amendment

MSA/D67690.DS2

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
415-I	D	352.0	00.154	12.25
415-II	D	352.0	00.154	12.25
415-III	D	352.0	00.154	12.25
415-IV	D	352.0	00.154	12.25
416-I	D	352.0	00.154	12.25
416-II	D	352.0	00.154	12.25
416-III	D	352.0	00.154	12.25
416-IV	D	352.0	00.154	12.25
417-I	D	352.0	00.154	12.25
417-II	D	352.0	00.154	12.25
417-III	D	352.0	00.154	12.25
417-IV	D	352.0	00.154	12.25
418-I	D	352.0	00.154	12.25
418-II	D	352.0	00.154	12.25
418-III	D	352.0	00.154	12.25
418-IV	D	352.0	00.154	12.25
419-I	D	352.0	00.154	12.25
419-II	D	352.0	00.154	12.25
419-III	D	352.0	00.154	12.25
419-IV	D	352.0	00.154	12.25
420-I	J	764.8	00.335	26.75
420-II	J	764.8	00.335	26.75
420-III	J	764.8	00.335	26.75
420-IV	J	764.8	00.335	26.75
424-I	E	683.2	00.299	24
424-II	E	683.2	00.299	24
424-III	E	683.2	00.299	24
424-IV	E	683.2	00.299	24
426-I	A	400.0	00.175	14
426-II	A	400.0	00.175	14
426-III	A	400.0	00.175	14
426-IV	A	400.0	00.175	14
427-I	A	400.0	00.175	14
427-II	A	400.0	00.175	14
427-III	A	400.0	00.175	14
427-IV	A	400.0	00.175	14
428-I	A	400.0	00.175	14
428-II	A	400.0	00.175	14
428-III	A	400.0	00.175	14
428-IV	A	400.0	00.175	14

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
429-I	A	400.0	00.175	14
429-II	A	400.0	00.175	14
429-III	A	400.0	00.175	14
429-IV	A	400.0	00.175	14
430-I	A	400.0	00.175	14
430-II	A	400.0	00.175	14
430-III	A	400.0	00.175	14
430-IV	A	400.0	00.175	14
431-I	A	400.0	00.175	14
431-II	A	400.0	00.175	14
431-III	A	400.0	00.175	14
431-IV	A	400.0	00.175	14
433-I	Q	399.2	00.175	14
433-II	Q	399.2	00.175	14
433-III	Q	399.2	00.175	14
433-IV	Q	399.2	00.175	14
435-I	Q	399.2	00.176	14
435-II	Q	399.2	00.176	14
435-III	Q	399.2	00.176	14
435-IV	Q	399.2	00.176	14
501-I	C	520.0	00.228	18.25
501-II	C	520.0	00.228	18.25
501-III	C	520.0	00.228	18.25
501-IV	C	520.0	00.228	18.25
502-I	A	401.6	00.176	14
502-II	A	401.6	00.176	14
502-III	A	401.6	00.176	14
502-IV	A	401.6	00.176	14
503-I	B	425.6	00.186	15
503-II	B	425.6	00.186	15
503-III	B	425.6	00.186	15
503-IV	B	425.6	00.186	15
504-I	B	425.6	00.186	15
504-II	B	425.6	00.186	15
504-III	B	425.6	00.186	15
504-IV	B	425.6	00.186	15
505-I	B	425.6	00.186	15
505-II	B	425.6	00.186	15
505-III	B	425.6	00.186	15
505-IV	B	425.6	00.186	15

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
506-I	B	425.6	00.186	15
506-II	B	425.6	00.186	15
506-III	B	425.6	00.186	15
506-IV	B	425.6	00.186	15
507-I	B	425.6	00.186	15
507-II	B	425.6	00.186	15
507-III	B	425.6	00.186	15
507-IV	B	425.6	00.186	15
508-I	B	425.6	00.186	15
508-II	B	425.6	00.186	15
508-III	B	425.6	00.186	15
508-IV	B	425.6	00.186	15
509-I	B	425.6	00.186	15
509-II	B	425.6	00.186	15
509-III	B	425.6	00.186	15
509-IV	B	425.6	00.186	15
510-I	B	425.6	00.186	15
510-II	B	425.6	00.186	15
510-III	B	425.6	00.186	15
510-IV	B	425.6	00.186	15
511-I	B	425.6	00.186	15
511-II	B	425.6	00.186	15
511-III	B	425.6	00.186	15
511-IV	B	425.6	00.186	15
520-I	JJ	382.4	00.168	13
520-II	JJ	382.4	00.168	13
520-III	JJ	382.4	00.168	13
520-IV	JJ	382.4	00.168	13
521-I	G	457.6	00.201	16
521-II	G	457.6	00.201	16
521-III	G	457.6	00.201	16
521-IV	G	457.6	00.201	16
522-I	JJ	382.4	00.168	13.375
522-II	JJ	382.4	00.168	13.375
522-III	JJ	382.4	00.168	13.375
522-IV	JJ	382.4	00.168	13.375
524-I	K	936.0	00.410	32.75
524-II	K	936.0	00.410	32.75
524-III	K	936.0	00.410	32.75
524-IV	K	936.0	00.410	32.75

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
525-I	I	667.2	00.292	23.25
525-II	I	667.2	00.292	23.25
525-III	I	667.2	00.292	23.25
525-IV	I	667.2	00.292	23.25
526-I	I	667.2	00.292	23.25
526-II	I	667.2	00.292	23.25
526-III	I	667.2	00.292	23.25
526-IV	I	667.2	00.292	23.25
527-I	I	667.2	00.292	23.25
527-II	I	667.2	00.292	23.25
527-III	I	667.2	00.292	23.25
527-IV	I	667.2	00.292	23.25
528-I	I	667.2	00.292	23.25
528-II	I	667.2	00.292	23.25
528-III	I	667.2	00.292	23.25
528-IV	I	667.2	00.292	23.25
529-I	I	667.2	00.292	23.25
529-II	I	667.2	00.292	23.25
529-III	I	667.2	00.292	23.25
529-IV	I	667.2	00.292	23.25
530-I	I	667.2	00.292	23.25
530-II	I	667.2	00.292	23.25
530-III	I	667.2	00.292	23.25
530-IV	I	667.2	00.292	23.25
531-I	I	667.2	00.292	23.25
531-II	I	667.2	00.292	23.25
531-III	I	667.2	00.292	23.25
531-IV	I	667.2	00.292	23.25
532-I	I	667.2	00.292	23.25
532-II	I	667.2	00.292	23.25
532-III	I	667.2	00.292	23.25
532-IV	I	667.2	00.292	23.25
533-I	I	667.2	00.292	23.25
533-II	I	667.2	00.292	23.25
533-III	I	667.2	00.292	23.25
533-IV	I	667.2	00.292	23.25
535-I	I	667.2	00.292	23.25
535-II	I	667.2	00.292	23.25
535-III	I	667.2	00.292	23.25
535-IV	I	667.2	00.292	23.25

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
604-I	D	352.0	00.154	12.25
604-II	D	352.0	00.154	12.25
604-III	D	352.0	00.154	12.25
604-IV	D	352.0	00.154	12.25
605-I	E	692.8	00.304	24.25
605-II	E	692.8	00.304	24.25
605-III	E	692.8	00.304	24.25
605-IV	E	692.8	00.304	24.25
606-I	D	352.0	00.154	13
606-II	D	352.0	00.154	13
606-III	D	352.0	00.154	13
606-IV	D	352.0	00.154	13
607-I	D	352.0	00.154	13
607-II	D	352.0	00.154	13
607-III	D	352.0	00.154	13
607-IV	D	352.0	00.154	13
608-I	D	352.0	00.154	13
608-II	D	352.0	00.154	13
608-III	D	352.0	00.154	13
608-IV	D	352.0	00.154	13
609-I	D	352.0	00.154	13
609-II	D	352.0	00.154	13
609-III	D	352.0	00.154	13
609-IV	D	352.0	00.154	13
610-I	D	352.0	00.154	13
610-II	D	352.0	00.154	13
610-III	D	352.0	00.154	13
610-IV	D	352.0	00.154	13
611-I	D	352.0	00.154	13
611-II	D	352.0	00.154	13
611-III	D	352.0	00.154	13
611-IV	D	352.0	00.154	13
Sugarloaf Suite-I	M	2,179.0	00.955	76.25
Sugarloaf Suite-II	M	2,179.0	00.955	76.25
Sugarloaf Suite-III	M	2,179.0	00.955	76.25
Sugarloaf Suite-IV	M	2,179.0	00.955	76.25

Unit Quarter Designation	Unit Type	Unit Size in Square Feet	Quarter-share Common Element Interest and Common Expense Liability (Percentage)	Votes in the Association
Bigelow Suite-I	N	2,259.0	00.990	79.25
Bigelow Suite-II	N	2,259.0	00.990	79.25
Bigelow Suite-III	N	2,259.0	00.990	79.25
Bigelow Suite-IV	N	2,259.0	00.990	79.25
		57,057.2	98.82%	

Notes:

1. Each Common Element Interest and Common Expense Liability has been rounded to the nearest one thousandth of one percent (0.001%) so that the sum of the Common Element Interests and Common Expense Liabilities allocated at any time to all the Unit and Quarter-share Estates may not equal one hundred percent (100%). The Common Element Interest, Common Expense Liability and Votes in the Association appurtenant to each Unit Quarter is determined by dividing by four (4) the Common Element Interest, Common Expense Liability, and Votes in the Association respectively, allocated to the underlying whole Unit as shown on Schedule B to the Declaration, as amended from time to time. In the event that the Common Element Interest, Common Expense Liability, and Votes in the Association allocated to a whole Unit are changed by virtue of an amendment to the Declaration, the Common Element Interest, Common Expense Liability and Votes in the Association allocated to the Unit Quarters will automatically also change so as to equal one fourth (1/4) of the amended percentage as shown on Exhibit B to the Declaration.

2. If the Declarant exercises any Development Right to add more Units to the Condominium by creating additional Units on all or any portion of the Convertible Real Estate, the Common Element Interests, Common Expense Liabilities and Votes in the Association allocated to each Unit Quarter as set forth in this Schedule C will decrease, and those allocated interests shall be reallocated among all the Unit Quarters, both existing and newly created, on the basis of the formula for the allocation of those Allocated Interests provided in Paragraph 1 above.

Revised August 26, 1993
Seventh Amendment

MSA/77004.AA0

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION
SEVENTH AMENDMENT TO SUPPLEMENTAL QUARTERSHARE DECLARATION
OF SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

THIS AMENDMENT (this "Amendment") is made this 19th day of August, 1993.

1. Background. Sugarloaf Mountain Center, A Condominium (the "Condominium") has been created pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act") by the recording of the Declaration of Sugarloaf Mountain Center, A Condominium (the "Declaration") in the Franklin County Registry of Deeds in Book 936, Page 43, and the simultaneous recording in said registry of the Plats (the "Plats") and Plans (the "Plans") of the Condominium. The Declaration has since been amended by Amendment dated November 23, 1987, and recorded in said registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; and also by Third Amendment dated April 12, 1989, and recorded in said Registry in Book 1093, Page 140. The Declaration, Plats and Plans are incorporated by reference into this Amendment as if they were reproduced herein. Capitalized terms used herein without definition shall have the meaning specified for those terms in the Declaration or, if not defined in the Declaration or herein, the meaning specified or used for such terms in the Act.

A majority of the Units in the Condominium previously have been subjected to Chapter 10-A of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Time-share Act") by means of the Supplemental Quartershare Declaration dated December 19, 1988, and recorded in said Registry in Book 1077, Page 129 (the "Quartershare Declaration"). Paragraph 2.2 of the Quartershare Declaration allows the Sugarloaf Mountain Center Condominium Association (the "Association"), upon request of the appropriate Unit Owners, to amend the Quartershare Declaration to subject to its terms Units not originally subject to the Quartershare Declaration. The undersigned owner of Unit 435 has requested in writing that the Association prepare an amendment subjecting said Unit to the Quartershare Declaration, which the Association has done in the form of this Amendment.

Unit 433 was made subject to the Quartershare Declaration by the Second Amendment To Supplemental Quartershare Declaration dated January 30, 1990, and recorded in the Franklin County Registry of Deeds in Book 1146, Page 126. However, due to a typographical error, Unit 433 was omitted from the listing of Quartershared Units attached to said Amendment as Schedule A.

Accordingly, Unit 433 has been included in the revised Schedule A attached to this Amendment.

2. Amendment of Schedule A. The Association, acting by and through its Directors, hereby amends and restates Schedule A to the Quartershare Declaration as set forth in the revised and restated Schedule A attached hereto. The revised Schedule A lists all of the Units which were formerly subject to the Quartershare Declaration, plus Unit 435 which is made subject to the Quartershare Declaration by virtue of this Amendment.

3. Amendment of Schedule C. The Association, acting by and through its Directors, hereby amends and restates Schedule C to the Quartershare Declaration as set forth in the revised Schedule C attached hereto. The revised Schedule C recalculates the percentage of ownership interests allocated to each Unit Quarter following the subjection of this Unit 435 to the Quartershare Declaration.

4. Execution. This Amendment has been prepared and duly adopted by the President of the Association pursuant to paragraph 2.2 of the Quartershare Declaration in response to the request of the owners of the Units subjected to the Quartershare Declaration by this Amendment. These Unit Owners have executed and acknowledged this Amendment by setting their hands and seals to the Addenda hereto marked "SIGNATURE PAGE" as of the date and year first above written, notwithstanding that any particular Addendum may have been executed on a different date. All executed Addenda shall be deemed integrated into this one single Amendment and dated as of the date and year first above written. Prior to recording, the Association will attach to this Amendment the certificate required by Section 16.2.5 of the Quartershare Declaration, executed and acknowledged by the President or the Vice-President and the Secretary or the Treasurer of the Association, certifying that the Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

By: Mark Rosborough
Mark N. Rosborough
Its President

Personally appeared before me,

Deborah A. Grover

DEBORAH A. GROVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JUNE 1, 1998

STATE OF MAINE
County of Cumberland, ss.

August 26 , 1993

Personally appeared the above-named Mark N. Rosborough, President of Sugarloaf Mountain Center Condominium Association, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said Association.

Before me,

Deborah A. Grover

Notary Public
Attorney-at-Law
DEBORAH A. GROVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JUNE 1, 1998

Type or print name

See page -2-

SIGNATURE PAGE

ADDENDUM TO SEVENTH AMENDMENT
TO
SUPPLEMENTAL QUARTERSHARE DECLARATION
OF
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Fletcher Brown
Owner of Unit 435

STATE OF MAINE
County of Cumberland, ss.

August 19, 1993

Personally appeared the above-named Fletcher Brown and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
Attorney-at-Law

Type or print name

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

CERTIFICATION OF AMENDMENT
PURSUANT TO SUBPARAGRAPH 16.2.5 OF THE
SUPPLEMENTAL QUARTERSHARE DECLARATION

The undersigned Mark N. Rosborough, President of Sugarloaf Mountain Center Condominium Association, and Thomas C. Hildreth, Secretary of Sugarloaf Mountain Center Condominium Association, hereby certify, pursuant to subparagraph 16.2.5 of the Supplemental Quartershare Declaration, that the foregoing Amendment has been duly adopted.

SUGARLOAF MOUNTAIN CENTER
CONDOMINIUM ASSOCIATION

Mark Rosborough

Mark N. Rosborough
President

Thomas C. Hildreth

Thomas C. Hildreth
Secretary

STATE OF MAINE
County of Cumberland, ss. August 26, 1993

Personally appeared the above-named Mark N. Rosborough in his capacity as President of the Sugarloaf Mountain Center Condominium Association, and acknowledged that the foregoing Amendment and Certification is his free act and deed in said capacity, and the free act and deed of the Association.

Before me,

Deborah A. Grover

Notary Public
Attorney-at-Law
DEBORAH A. GROVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JUNE 1, 1998

Type or print name

MSA/D67690.CD3

REVISED

SCHEDULE A

TO

SUPPLEMENTAL QUARTERSHARE DECLARATION OF

SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

LIST OF UNITS
SUBJECT TO
SUPPLEMENTAL QUARTERSHARE
DECLARATION

112, 113, 114, 115, 116,
117, 118, 119, 212, 213,
214, 215, 216, 217, 218,
219, 226, 228, 230, 232,
301, 302, 303, 304, 305,
306, 307, 308, 309, 310,
311, 312, 313, 314, 315,
316, 317, 318, 319, 320,
321, 323, 324, 325, 326,
327, 328, 329, 330, 331,
332, 333, 335, 401, 402,
403, 404, 405, 406, 407,
408, 409, 410, 411, 412,
413, 414, 415, 416, 417,
418, 419, 420, 424, 426,
427, 428, 429, 430, 431,
433, 435, 501, 502, 503,
504, 505, 506, 507, 508,
509, 510, 511, 520, 521,
522, 524, 525, 526, 527,
528, 529, 530, 531, 532,
533, 535, 604, 605, 606,
607, 608, 609, 610, 611,
Sugarloaf Suite, Bigelow
Suite

Revised August 15, 1993
Seventh Amendment

MSA/D67690.DS2

EXHIBIT "M" TO
PUBLIC OFFERING STATEMENT
SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

[RESERVED]

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (4-6-90)

CHICAGO TITLE INSURANCE COMPANY

SPECIMEN
POLICY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:

ATLANTIC TITLE COMPANY
76 Atlantic Place
South Portland, Maine 04106
(207) 774-4400

CHICAGO TITLE INSURANCE COMPANY
By:

Robert L Rolla

President

By:

Thomas J Adams

Secretary

CHICAGO TITLE INSURANCE COMPANY
CORPORATE
SEAL

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

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; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

SPECIMEN OWNERS POLICY

ATLANTIC TITLE COMPANY, 76 ATLANTIC PLACE, SOUTH PORTLAND, ME
(207) 774-4400

AGENT FILE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
i-26499	Recording Date	Purchase Price

PROFORMA SPECIMEN POLICY - NOT A COMMITMENT TO INSURE. CONTACT ATLANTIC TITLE COMPANY FOR THE REQUIREMENTS TO ISSUE THIS POLICY.

1. Name of Insured:

   Purchaser

2. The estate or interest in the land which is covered by this Policy is:

   Fee Simple

3. Title to the estate or interest in the land vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

and the mortgages or trust deeds, if any, shown on Schedule B hereof.

5. The land referred to in this Policy is located at Sugarloaf Mountain Center Condominiumm, in Carrabasset Valley, County of Franklin, State of Maine, and is described as follows:

   See Exhibit A attached hereto and made a part hereof.

   This Policy valid only if Schedule B is attached.

SPECIMEN OWNER'S POLICY
CHICAGO TITLE INSURANCE COMPANY
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) which arise by reason of:

General Exceptions:

1. Rights of present tenants, lessees, or parties in possession.

2. Any liability for mechanics' or materialmen's liens.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which an accurate survey and inspection of the premises would disclose.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A. (This exception does NOT apply to Loan Policies.)

4. Real estate taxes assessed as of April 1, 1993, which are not yet due and payable and for subsequent years.

5. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.

6. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, power of attorney and limitations on title created by the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, or set forth in the Declaration of Sugarloaf Mountain Center, A Condominium, dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, Page 43, as amended by Amendment dated November 23, 1987, and recorded in said Registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; by Third Amendment dated April 12, 1989, and recorded in said Registry in Book 1093, Page 140; by Fourth Amendment dated January 29, 1991, and recorded in said Registry in Book 1204, Page 136; by Fifth Amendment dated June 6, 1991, and recorded in said Registry in Book 1248, Page 313; by Sixth Amendment dated August 26, 1992 and recorded in said Registry in Book 1321, Page 339, and as further amended from time to time ("The Declaration"), and in the Plats and Plans incorporated into the Declaration and recorded in the Franklin

SPECIMEN OWNER'S POLICY
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B

County Registry of Deeds as Plan sheets 946 through 956; as amended and recorded in said Registry as Plan Sheets 2193 through 2202; as amended and recorded in said Registry as Plan Sheets P-2531 and P-2532; as amended and recorded in said Registry as Plan Sheets P-2629, P-2629A, P-2630, P-2630A, P-2631, P-2631A, P-2632, P-2632A, P-2633 and P-2633A; and as further amended from time to time (herein collectively referred to as the "Plats and Plans"), in fee simple absolute as a tenant-in-common with the other owners of said Unit according to the Declaration of said condominium, and in accordance with the Supplemental Quartershare Declaration of Sugarloaf Mountain Center, A Condominium, recorded in the Franklin County Registry of Deeds in Book 1077, Page 125, as amended by First Amendment dated April 12, 1989, and recorded in said Registry in Book 1109, Page 81, by Second Amendment dated January 30, 1990, and recorded in said Registry in Book 1146, Page 126; by Third Amendment dated January 29, 1991, and recorded in said Registry in Book 1204, Page 148; by Fourth Amendment acknowledged on March 11 and 12, 1991, ;and recorded in said Registry in Book 1210, Page 240; by Fifth Amendment dated June 6, 1991, and recorded in said Registry in Book 1248, Page 328; by Sixth Amendment dated August 28, 1992 and recorded in said Registry in Book 1321, Page 342; by Seventh Amendment dated August 19, 1993 and recorded in said Registry of Deeds in Book 1394, page 279; and as further amended from time to time (the "Supplemental Declaration").

7. Conditions and restrictions set forth in deed recorded in the Franklin County Registry of Deeds in Book 1049, Page 77.

8. Site location orders of the Department of Environmental Protection as recorded in said Registry in Book 831, Page 95, Book 831, Page 97.

9. Declaration of covenants, conditions and restrictions between Mountainside and Sugarloaf Mountain Corporation as set forth in an instrument dated December 11, 1986 and recorded in said Registry in Book 936, Page 18, as affected by Assignment and Assumption Agreement dated November 23, 1987 and recorded in Book 1002, Page 265.

10. Such state of facts and notes, comments or conditions set forth on or apparent from an examination of Plats and Plans of Sugarloaf Mountain Center, recorded in the Franklin County Registry of Deeds as Plan Sheets 946 through 956; as amended and recorded in said Registry as Plan Sheets 2193 through 2202; as amended and recorded in said Registry as Plan Sheets P-2531 and P-2532; as amended and recorded in said Registry as Plan Sheets P-2629, P-2629A, P-2630, P-2630A, P-2631, P-2631A, P-2632, P-2632A, P-2633 and P-2633A.

SPECIMEN OWNER'S POLICY
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B

11. Terms and conditions of easement agreement between Sugarloaf Mountain Center Condominium Association and Mountainside to convey easement to Sugarloaf Mountain Corporation and Sugartech, dated December 18, 1986 and recorded in Franklin County Registry of Deeds in Book 937, Page 136.

12. Easement deed from Sugarloaf Mountain Center Condominium Association to Sugarloaf Mountain Corporation and Sugartech dated December 18, 1988 and recorded in said Registry in Book 937, Page 146.

13. Rights and easements as set forth in deed from Sugarloaf Mountain Center Condominium Association to Sugarloaf Mountain Corporation dated November 23, 1987 and recorded in Franklin County Registry of Deeds in Book 1002, Page 234.

14. Terms and conditions of Department of Environmental Protection Orders dated January 17, 1991 and recorded in Book 1203, Page 305, dated January 17, 1991 and recorded in Book 1203, Page 308, dated March 13, 1985 and recorded in Book 1207, Page 215, dated April 29, 1986 and recorded in Book 1207, Page 217 and dated April 6, 1992 and recorded in Book 1277, Page 265.

15. The effect of an attack on the validity of the insured title based on the avoidance provisions of the federal Bankruptcy Code or similar state insolvency or creditors' rights laws.

16. This policy does not insure against loss or damage by reason of the hold over or unauthorized occupancy by other owners of time-share interests in the parcel described in Exhibit A or by the association, the developers or parties claiming under any of them.

General Exceptions numbered 1, 2, 3 are hereby omitted from the Loan Policy. (NONE are omitted from the Owner's Policy unless there is an endorsement attached authorizing specific deletions.) Affirmative insurance language under Special Exceptions of Schedule B does NOT apply to Owner's Policy unless otherwise specified. Inclusion of a specific survey exception under Special Exceptions of Schedule B does NOT eliminate General Exception (3) in the Owner's Policy.

Countersigned

NOTE: The following endorsements appearing after Schedule B are an integral part of this Policy.

Inf. 1, Alta 4

_____
Authorized Signatory

Schedule B of this Policy consists of 3 Pages.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "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 Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness 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 covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. 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 indebtedness 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 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, 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 adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter 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 and 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 which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, 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 hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company 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 any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest 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.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, 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 proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which 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 records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which 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 other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. 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, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(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, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which 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 which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (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.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

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 and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

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 unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(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 therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any 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 the insurance pro tanto (for so much).

11.. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay 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 hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. 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 or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. 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 of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 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 $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto 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, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

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

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
111 West Washington Street
Chicago, Illinois 60602

RELEASE DEED (INDENTURE)
(SHORT FORM)

APEX, INC., a Maine corporation (hereinafter referred to as the "Grantor"), in consideration of One Dollar ($1.00) and other valuable consideration paid to it by SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION (hereinafter collectively referred to as the "Grantee"), having a mailing address at Sugarloaf Mountain Hotel, Town of Carrabassett Valley, Franklin County, Maine, **RELEASES** unto the said Grantee, the following described real property:

Commercial Unit No. C-1 (the "Unit") at Sugarloaf Mountain Center, A Condominium (hereinafter referred to as the "Condominium") situated at the address known as Sugarloaf Mountain Hotel in the Town of Carrabassett Valley, County of Franklin and State of Maine, as more particularly described in the Declaration of Sugarloaf Mountain Center, A Condominium, dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, Page 43, as amended by Amendment dated November 23, 1987, and recorded in said Registry in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in said Registry in Book 1077, Page 94; by Third Amendment dated April 12, 1989, and recorded in said Registry in Book 1093, Page 140; and as further amended from time to time (the "Declaration"), and in the Plats and Plans incorporated into the Declaration and recorded in the Franklin County Registry of Deeds as Plan Sheets 946 through 956, as amended and recorded in said Registry as Plan Sheets 2193 through 2202, and as further amended from time to time (herein collectively referred to as the "Plats and Plans").

Maine Real Estate
Transfer Tax Not Necessary

TOGETHER WITH all other rights, easements, rights-of-way, interests, Allocated Interests, privileges and appurtenances as more particularly described, located, defined, allocated, or referred to in the Declaration, the Plats and Plans, and the Bylaws described in the Declaration, all of which are incorporated herein by reference thereto;

SUBJECT TO the matters affecting title described in the Declaration, and the Plats and Plans;

SUBJECT ALSO TO an easement in common with the Owners of other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving the other Units and located in the Unit and to an easement for structural and lateral support in favor of every other Unit;

SUBJECT ALSO TO the Special Declarant Rights reserved to the Declarant in the Declaration and including, but not limited to, the rights reserved in ARTICLE XII, Section 12.1, of the Declaration.

The undersigned Sugarloaf Mountain Center Condominium Association agrees that it shall and does accept the within conveyance upon the following terms and conditions:

1. By the acceptance of this deed, Grantee agrees to assume the percentage of Allocated Interests in the Unit described above in accordance with the terms and conditions of the Declaration, the General Declaration of Covenants, Conditions and Restrictions dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, Page 18 (the "General Declaration"), the Maine Condominium Act, and the Bylaws referred to in the Declaration (the "Bylaws"), all as amended from time to time, SUBJECT TO: (a) the terms, conditions, covenants, agreements, easements and provisions of the Declaration, the Bylaws, the General Declaration, and the Plats and Plans, as the same may be amended from time to time, which terms, conditions, covenants, agreements, easements and provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind the Grantee and any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein; and (b) any other easements, restrictions, limitations, reservations, covenants and other matters of record.

2. The Grantee agrees, for a period of not less than five (5) years from the date hereof, to operate for the benefit of all of the Unit Owners in the Condominium, their guests and tenants, a health club in the Unit herein conveyed.

3. The Grantee agrees to pay, as a Common Expense of the Association, all of the costs associated with the operation of said health club.

4. The Grantor and Grantee acknowledge that this Indenture does not prohibit Grantee, in its discretion, from charging reasonable fees for the use of the health club, but the Grantee agrees that in operating the health club for the benefit of the Unit Owners, their guests and tenants, the Grantee, its successors or assigns, shall not discriminate against any of the Units now owned or hereafter sold or otherwise conveyed by the Declarant.

5. The Grantee agrees that it will be responsible for and pay, and hold the Declarant harmless for, all taxes, charges, assessments, and other fees or claims now or hereafter arising with respect to the health club and/or the Unit herein conveyed.

6. Grantor and Grantee acknowledge that the Unit is conveyed in its "AS IS" condition, without warranty of any kind. furthermore, Grantor and Grantee agree that the statute of limitations for any warranty claims against Grantor (of which there should be none since the Unit is conveyed AS IS) is reduced to two (2) years.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Release Deed (Indenture) as of the 30th day of the month of December in the year of our Lord 1989.

WITNESS:

Martin S Amick

APEX, INC.

By: Norman E. Bilodeau
Norman E. Bilodeau
Its President

"Grantor"

SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION

Aline C Sallah

By: L. Lee Harrington
L. Lee Harrington
Its Director

"Grantee"

STATE OF MAINE
County of Cumberland, ss.

~~December~~ January 2, 1989

Personally appeared the above-named Norman E. Bilodeau, President of Apex, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Martin S Amick
Notary Public
Attorney-at-law

MARTIN S. AMICK
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 8, 1990

Type or print name

MSA/67690.BM4

FRANKLIN, SS REC'D.
90 JAN 26 AM 9:58
ATTEST-REGISTER Susan Q. McGuch

State of Massachusetts
County of Essex, s.s.

January 5, 1990

Personally appeared the above-named L. Lee Harrington, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Sugarloaf Mountain Center Condominium Association.

Before me,

Aline C Sallah
Aline C. Sallah
Notary Public

My commission expires June 6, 1991

SEAL

BILL OF SALE

Personal Property

KNOW ALL MEN BY THESE PRESENTS,

That Apex, Inc. (the "Grantor"), for consideration paid by Sugarloaf Mountain Center, A Condominium (the "Grantee"), the receipt whereof is hereby acknowledged, does hereby grant, sell, transfer and forever release unto the said Grantee the goods and chattels described in the attached Schedule A.

To have and to hold, all and singular the said goods and chattels to the said Grantee, its executors, administrators and assigns, to Grantees own use and behoof forever.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal this 22nd day of the month of January, 1990.

WITNESS:

_____

APEX, INC.

By: Norman E. Bilodeau
Norman E. Bilodeau
Its President

SCHEDULE A

TO

BILL OF SALE

APEX, INC. TO SUGARLOAF MOUNTAIN CENTER, A CONDOMINIUM

Quantity	Description
2	Lifecycle 9500 Institutional Exercise Bike
1	Precor 7.4 Stairclimber
1	Concept II Rower
1	Multi-Max Station Machine
1	Abdominal Board
1	Dumbell set with rack
1	Suntana sunsystem SS-20S tanning bed
1	Wascomet EX -12 softmount washing machine
1	Huebsch 50 LB clothes dryer
1	Zenith 27" color TV with remote
2	sofas
2	sitting chairs
2	end tables
1	coffee table
10	pool chairs
200	bath towels
1	industrial wet vac
6	live plants

BK 1382 PG 124

WARRANTY DEED

006255

Maine Real Estate Transfer Tax Paid

APEX, INC., a Maine corporation of Portland, Maine, for full value and consideration paid, hereby grant to the **SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION**, a Maine non-profit corporation of Carrabassett Valley, Maine, with warranty covenants, the following condominium units in Carrabassett Valley, Franklin County, Maine:

26 Unit Quarters in the Sugarloaf Mountain Center, A Condominium, ("Condominium") in the Town of Carrabassett Valley, Franklin County, Maine, more particularly described as the Units with the following numbers:

----	310-I	316-I	402-I	404-I
309-II	----	----	----	----
----	310-III	----	402-III	404-III
309-IV	----	----	402-IV	404-IV
406-I	407-I	408-I	410-I	----
406-II	----	----	410-II	504-II
406-III	----	408-III	410-III	----
406-IV	----	408-IV	410-IV	----

506-III				
506-IV				

("Unit Quarters"), and **Unit C-5** in the Sugarloaf Mountain Center, A Condominium as more particularly described in:

the Declaration of Sugarloaf Mountain Center, A Condominium, dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, Page 43, as amended by Amendment dated November 23, 1987, and recorded in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in Book 1077, Page 94; by Third Amendment dated April 12, 1989, and recorded in Book 1093, Page 140; by Fourth Amendment dated January 29, 1991 and recorded in Book 1204, Page 136; by Fifth Amendment dated June 6, 1991 and recorded in Book 1248, Page 313 and as further amended from time to time (the "Declaration"); and in

the Plats and Plans incorporated into the Declaration and recorded in the Franklin County Registry of Deeds as Plan Sheets 946 through 956, as amended and recorded as Plan Sheets 2193-2202; as amended and recorded as Plan Sheets P-2531 and P-2532 (herein collectively referred to as the "Plats and Plans"); and in

the Supplemental Quartershare Declaration of Sugarloaf Mountain Center, A Condominium, recorded in the Franklin County Registry of Deeds in Book 1077, Page 125 as amended by First Amendment dated April 12, 1989 and recorded in Book 1093, Page 157 and rerecorded in Book 1109, Page 81; by Second Amendment dated January 30, 1990 and recorded in Book 1146, Page 126; by Third Amendment dated January 29, 1991 and recorded in Book 1204, Page 148; by Fourth Amendment dated March 11, 1991 and recorded in Book 1210, Page 240; and by Fifth Amendment dated June 6, 1991 and recorded in Book 1248, Page 328 (the "Supplemental Declaration").

TOGETHER WITH all Allocated Interests in the Unit Quarters described above and Unit C-5 in accordance with the terms and conditions of the Declaration, the Supplemental Declaration, the General Declaration of Covenants, Conditions and Restrictions dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, page 18 (the "General Declaration"), the Maine Condominium Act, the Maine Time-Share Act, and the Bylaws referred to in the Declaration (the "Bylaws"), all as amended from time to time.

SUBJECT TO the terms, conditions, covenants, agreements, easements and provisions of the Declaration, the Supplemental Declaration, the Bylaws, the General Declaration, and the Plats and Plans, as the same may be amended from time to time. The owner of any Unit Quarter shall take such undivided, tenancy-in-common interests in the respective Unit from which that Unit Quarter was created, with the exclusive right of use and occupancy of the Unit Quarter and its Common Furnishings during the Ownership Period assigned to such Unit Quarter, as set forth in the Supplemental Declaration, together with the right, exclusive as among Owners of other Unit Quarters in said Units, to use the Units, their respective Limited Common Elements, the Common Elements, and the rights and easements appurtenant to each such Unit, all in accordance with the Supplemental Declaration. The exclusive right of the owner of a Unit Quarter to occupy the Unit which such Unit Partner was created shall commence and terminate on the dates and at the times stated in the Supplemental Declaration.

TOGETHER WITH an undivided interest in the Common Elements of the Condominium, the liability for Common Expenses of the Condominium, and the Votes in the Association of Unit Owners of the Condominium allocated pursuant to the Supplemental Declaration to the above Unit Quarters;

TOGETHER WITH an easement in common with the Owners of other Units in the Condominium to use the Common Elements of the Condominium for purposes of ingress and egress in accordance with the Declaration and the Supplemental Declaration and the exclusive right and easement for the use, occupancy and enjoyment of each Unit Quarter;

Unit C-5 is conveyed **SUBJECT, HOWEVER,** to certain restrictions on commercial units described in Book 1002, Page 239 and Book 1049, Page 77.

TOGETHER WITH all development rights, special declarant rights, and other rights of Declarant as described in the Maine Condominium Act, the Declaration of Condominium as amended, and the Supplemental Quartershare Declaration as amended, including the right of first refusal described in section 7.3 of the Declaration.

Sugarloaf Mountain Center Condominium Association hereby executes this deed as transferee of special declarant rights and other development rights of Declarant as provided by Section 1603-104(a) of the Maine Condominium Act.

Dated this 29th day of July, 1993

Sugarloaf Mountain Center
Condominium Association

By: Mark Rosborough

Type or Print Name: Mark Rosborough

Its: President

Apex, Inc.

By: Theodore N. Scontras

Theodore N. Scontras
Its Vice President

State of Maine
County of Cumberland

July 29, 1993

Personally appeared the above-named Theodore N. Scontras, Vice President of Apex, Inc. and acknowledged that the foregoing instrument is his free act and deed.

Before me,

Notary Public

CINDY NEAGLE

Type or Print Name

SEAL

CSN/D64099.BK1

FRANKLIN, SS REC'D.

93 AUG -2 AM 10:45

ATTEST-REGISTER Susan A Black

TOGETHER WITH an easement in common with all other Unit Owners in the Condominium to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving the Units of the Condominium out of which the above described Unit Quarters were created (the "Unit"), and located in any of the other Units of the Condominium;

TOGETHER WITH an easement, to the extent necessary, for structural and subjacent support over every other Unit of the Condominium and over the Common Elements;

TOGETHER WITH all other rights, easements, rights-of-way, interests, Allocated Interests, privileges and appurtenances as more particularly described, located, defined, allocated, or referred to in the Declaration, the Supplemental Declaration, the Plats and Plans, and the Bylaws described in the Declaration, all of which are incorporated herein by reference thereto;

FURTHER SUBJECT TO an easement in common with the Owners of other Units of the Condominium to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in the Unit and to an easement for structural and lateral support in favor of such other Units;

FURTHER SUBJECT TO the Special Declarant Rights reserved to the Declarant in the Declaration and the Supplemental Declaration including, but not limited to, the rights reserved in ARTICLE XII, Section 12.1, of the Declaration.

FURTHER SUBJECT, HOWEVER, to the following:

1. Real estate taxes and other municipal assessments currently due and payable.

2. Site Location Act Orders of the Maine DEP recorded in Book 831, Page 95; Book 831, Page 97; Book 1203, Page 305; Book 1203, Page 308; Book 1207, Page 215; and Book 1207, Page 217.

3. Conditions and Restrictions set forth in the deed recorded in Book 1049, Page 77, and matters set forth in the deed recorded in Book 1049, Page 84.

4. Terms of an Easement Agreement dated December 18, 1986 and recorded in Book 937, Page 136.

5. Easement dated December 18, 1986 and recorded in Book 937, Page 146.

6. Easement and rights described in the deed dated November 23, 1987 and recorded in Book 1002, Page 234.

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Maine Real Estate
Transfer Tax Paid

WARRANTY DEED

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APEX, INC., a Maine corporation of Portland, Maine, and **PEOPLES HERITAGE SAVINGS BANK**, a Maine banking corporation of Portland, Maine, for full value and consideration paid, hereby grant to the **SUGARLOAF MOUNTAIN CENTER CONDOMINIUM ASSOCIATION**, a Maine non-profit corporation of Carrabassett Valley, Maine, with warranty covenants, the following condominium units in Carrabassett Valley, Franklin County, Maine:

76 Unit Quarters in the Sugarloaf Mountain Center, A Condominium, ("Condominium") in the Town of Carrabassett Valley, Franklin County, Maine, more particularly described as the Units with the following numbers:

112-I	113-I	114-I	115-I	116-I
112-II	113-II	----	----	----
112-III	113-III	114-III	----	----
----	113-IV	----	115-IV	----
----	----	215-I	----	----
----	214-II	----	----	218-II
213-III	----	----	216-III	----
213-IV	214-IV	----	----	----
306-I	308-I	314-I	----	412-I
306-II	308-II	----	----	412-II
306-III	----	314-III	405-III	412-III
306-IV	308-IV	----	----	412-IV
----	414-I	----	416-I	418-I
----	414-II	----	416-II	418-II
413-III	414-III	415-III	416-III	418-III
----	414-IV	415-IV	416-IV	418-IV
508-I	520-I	522-I	604-I	606-I
508-II	----	----	604-II	606-II
----	520-III	522-III	604-III	606-III
508-IV	----	----	604-IV	606-IV
608-I	609-I	610-I	611-I	
608-II	609-II	610-II	611-II	
608-III	609-III	610-III	----	
608-IV	----	610-IV	----	

("Unit Quarters"), in the Sugarloaf Mountain Center, A Condominium as more particularly described in:

the Declaration of Sugarloaf Mountain Center, A Condominium, dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, Page 43, as amended by Amendment dated November 23, 1987, and recorded in Book 1002, Page 216; by Second Amendment dated August 5, 1988, and recorded in Book 1077, Page 94; by Third Amendment dated April 12, 1989, and recorded in Book 1093, Page 140; by Fourth Amendment dated January 29, 1991 and recorded in Book 1204, Page 136; by Fifth Amendment dated June 6, 1991 and recorded in Book 1248, Page 313 and as further amended from time to time (the "Declaration"); and in

the Plats and Plans incorporated into the Declaration and recorded in the Franklin County Registry of Deeds as Plan Sheets 946 through 956, as amended and recorded as Plan Sheets 2193-2202; as amended and recorded as Plan Sheets ~~P-~~ 2531 and P-2532 (herein collectively referred to as the "Plats and Plans"); and in

the Supplemental Quartershare Declaration of Sugarloaf Mountain Center, A Condominium, recorded in the Franklin County Registry of Deeds in Book 1077, Page 125 as amended by First Amendment dated April 12, 1989 and recorded in Book 1093, Page 157 and rerecorded in Book 1109, Page 81; by Second Amendment dated January 30, 1990 and recorded in Book 1146, Page 126; by Third Amendment dated January 29, 1991 and recorded in Book 1204, Page 148; by Fourth Amendment dated March 11, 1991 and recorded in Book 1210, Page 240; and by Fifth Amendment dated June 6, 1991 and recorded in Book 1248, Page 328 (the "Supplemental Declaration").

TOGETHER WITH all Allocated Interests in the Unit Quarters described above in accordance with the terms and conditions of the Declaration, the Supplemental Declaration, the General Declaration of Covenants, Conditions and Restrictions dated December 11, 1986, and recorded in the Franklin County Registry of Deeds in Book 936, page 18 (the "General Declaration"), the Maine Condominium Act, the Maine Time-Share Act, and the Bylaws referred to in the Declaration (the "Bylaws"), all as amended from time to time.

SUBJECT TO the terms, conditions, covenants, agreements, easements and provisions of the Declaration, the Supplemental Declaration, the Bylaws, the General Declaration, and the Plats and Plans, as the same may be amended from time to time. The owner of any Unit Quarter shall take such undivided, tenancy-in-common interests in the respective Unit from which that Unit Quarter was created, with the exclusive right of use and occupancy of the Unit Quarter and its Common Furnishings during the Ownership Period assigned to such Unit Quarter, as set forth in the Supplemental Declaration, together with the right,

exclusive as among Owners of other Unit Quarters in said Units, to use the Units, their respective Limited Common Elements, the Common Elements, and the rights and easements appurtenant to each such Unit, all in accordance with the Supplemental Declaration. The exclusive right of the owner of a Unit Quarter to occupy the Unit which such Unit Partner was created shall commence and terminate on the dates and at the times stated in the Supplemental Declaration.

TOGETHER WITH an undivided interest in the Common Elements of the Condominium, the liability for Common Expenses of the Condominium, and the Votes in the Association of Unit Owners of the Condominium allocated pursuant to the Supplemental Declaration to the above Unit Quarters;

TOGETHER WITH an easement in common with the Owners of other Units in the Condominium to use the Common Elements of the Condominium for purposes of ingress and egress in accordance with the Declaration and the Supplemental Declaration and the exclusive right and easement for the use, occupancy and enjoyment of each Unit Quarter;

TOGETHER WITH an easement in common with all other Unit Owners in the Condominium to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving the Units of the Condominium out of which the above described Unit Quarters were created (the "Unit"), and located in any of the other Units of the Condominium;

TOGETHER WITH an easement, to the extent necessary, for structural and subjacent support over every other Unit of the Condominium and over the Common Elements;

TOGETHER WITH all other rights, easements, rights-of-way, interests, Allocated Interests, privileges and appurtenances as more particularly described, located, defined, allocated, or referred to in the Declaration, the Supplemental Declaration, the Plats and Plans, and the Bylaws described in the Declaration, all of which are incorporated herein by reference thereto;

FURTHER SUBJECT TO an easement in common with the Owners of other Units of the Condominium to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in the Unit and to an easement for structural and lateral support in favor of such other Units;

FURTHER SUBJECT TO the Special Declarant Rights reserved to the Declarant in the Declaration and the Supplemental Declaration including, but not limited to, the rights reserved in ARTICLE XII, Section 12.1, of the Declaration.

FURTHER SUBJECT, HOWEVER, to the following:

1. Real estate taxes and other municipal assessments currently due and payable.

2. Site Location Act Orders of the Maine DEP recorded in Book 831, Page 95; Book 831, Page 97; Book 1203, Page 305; Book 1203, Page 308; Book 1207, Page 215; and Book 1207, Page 217.

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6. Easement and rights described in the deed dated November 23, 1987 and recorded in Book 1002, Page 234.

TOGETHER WITH all development rights, special declarant rights, and other rights of Declarant as described in the Maine Condominium Act, the Declaration of Condominium as amended, and the Supplemental Quartershare Declaration as amended, including the right of first refusal described in section 7.3 of the Declaration.

Sugarloaf Mountain Center Condominium Association hereby executes this deed as transferee of special declarant rights and other development rights of Declarant as provided by Section 1603-104(a) of the Maine Condominium Act.

Dated this 29th day of July, 1993

Sugarloaf Mountain Center
Condominium Association

By: Mark Rosborough

Type or Print Name: Mark Rosborough

Its: President

Peoples Heritage Savings Bank

By: Theodore N. Scontras
Theodore N. Scontras
Its Vice President

Apex, Inc.

By: Theodore N. Scontras
Theodore N. Scontras
Its Vice President

State of Maine
County of Cumberland

July 29, 1993

Personally appeared the above-named Theodore N. Scontras, Vice President of Peoples Heritage Savings Bank and Apex, Inc. and acknowledged that the foregoing instrument is his free act and deed.

Before me,

Notary Public

CHRIS NEAGLE
Type or Print Name

SEAL

CSN/D64099.BD7

FRANKLIN, SS REC'D.
93 AUG -2 AM 10:45
ATTEST-REGISTER Susan A Black