

## CONSENT AGREEMENT

This document constitutes an agreement (the "Agreement") between CBS Properties ("CBS") and Mr. Clark Stephens ("Stephens") of Portland, Maine and the City of Portland (hereinafter referred to as the "City") for the purposes of enforcing and resolving alleged violations of the City of Portland's Code of Ordinances (the "Code").


The City, CBS and Stephens hereby agree as follows:

1. that in consideration for the resolution of the alleged violations described in a letter dated May 11, 2011 (attached hereto as Exhibit 1), Stephens and CBS agree that they will not rent out individual rooms within the four (4) legal units or any other additional units on the property located at 34 Oxford Street/29 Anderson Street (the "Property"). In the event that in the future Stephens and/or CBS would like to create/rent additional rooms on the Property they must obtain a change of use permit from the City prior to said creation/rental;
2. that Stephens and CBS agree to cooperate and allow the City to inspect the Property at any time necessary as deemed by the City as long as the City provides twenty-four (24) hours notice of said inspection;
3. that if the Agreement is violated by Stephens or CBS or his/its agents, representatives or employees, Stephens and CBS hereby agree to pay a civil penalty in the amount of Two Hundred Dollars (\$200.00) per day retroactively from the date of this Agreement; and an additional Two Hundred Dollars (\$200.00) per day each day thereafter that such violations continue to exist. Stephens and CBS further agree to pay the City's reasonable attorney's fees to prosecute any such action required to be filed as a result of their non-compliance with this Agreement, Maine law and/or the Code;
4. that the provisions of this Agreement are severable such that valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by a court of law;
5. that each party has reviewed this Agreement with legal counsel and have either requested changes in the language, or have chosen not to change the language, such that they agree that the usual rules of construction, which dictate any ambiguities in this Agreement are to be resolved against the drafting party, shall not be employed in the interpretation and enforcement of this Agreement;
6. that this Agreement comprises and contains the entire agreement between the parties;

7. that this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maine; and
8. that any undersigned corporate representatives hereby affirm, acknowledge, and ratify that they have the lawful and complete authority to execute the Agreement on behalf of the corporate entity.

**The undersigned parties hereby declare that they have read all the terms of this Agreement and fully understand and voluntarily accept them for the purpose of making a full and final compromise and settlement of any and all claims referenced above, disputed or otherwise.**

Dated as of this 23<sup>rd</sup> day of June, 2011.

  
\_\_\_\_\_  
Clark Stephens, Individually and as  
the duly authorized representative of  
CBS Properties

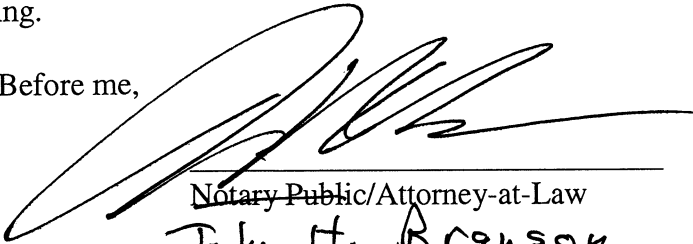
City of Portland, Maine  
by \_\_\_\_\_,

STATE OF MAINE  
CUMBERLAND, ss.

June 23, 2011

Personally appeared before me the above-named Clark Stephens and made oath that the foregoing Consent Agreement was by himself signed and agreed as his own free act and in his said capacity the free act and deed of CBS Properties with the intention that its terms and conditions shall be binding.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney-at-Law  
John H. Branson  
Me. Bar No. 7632

STATE OF MAINE  
CUMBERLAND, ss.

June \_\_\_\_, 2011

Personally appeared before me the above-named \_\_\_\_\_ and made oath that the foregoing Settlement Agreement was by himself signed and agreed as his own free act and in his capacity the free act and deed of the City of Portland with the intention that its terms and conditions shall be binding.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law