CONSENT AGREEMENT

RE: Porthole Restaurant & Pub LLC

This document constitutes an agreement between Mr. Kenneth Macgowan and Porthole Restaurant & Pub LLC, (hereinafter collectively referred to as "Porthole") of 20 Custom House Wharf, Portland, Maine (hereinafter referred to as the "Property"), and the City of Portland (hereinafter referred to as the "City") for the purposes of enforcing and resolving violations of the City of Portland's Code of Ordinances (the "Code") (hereinafter referred to as the "Agreement").

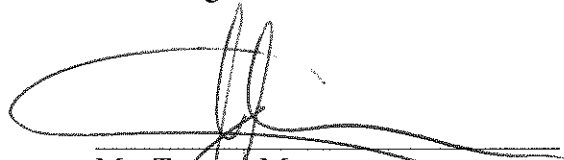Both Porthole and the City agree as follows:

1.   The Porthole Restaurant & Pub is a restaurant located on the waterfront in the City of Portland, Maine.

2.   Porthole has been repeatedly notified orally and in writing that the Property is in violation of Portland City Code. See attached Violation Notice attached hereto as Exhibit A. Porthole admits these violations.

3.   In consideration for the release by the City of the causes of action which the City has against Porthole resulting from the violations enumerated in this Agreement, and the attachments hereto, the Porthole hereby agrees that it will do the following:

   a. Bring the Property into compliance with the City Code by submitting to the City and receiving approval for the necessary after-the-fact permit applications and plans (prepared and stamped by a design professional), as well as reconfiguring the proposed stairwell with a rated enclosure to the exit discharge and showing said reconfiguration on the (stamped plans) by **June 18, 2014**; and performing and completing the work (including, but not limited to, the aforementioned reconfiguration of the proposed stairwell) approved by the City by and through those permits on or before **July 14, 2014**; and

   b. Only use the portion of the Property formerly known as the "Comedy Connection"/currently known as the "Porthole Pub" in compliance with the approved permit application number 20141273 and the certificate of occupancy issued pursuant to the permit; and specifically with only fixed seating (as specified in the approved permit and certificate of occupancy) and with no live entertainment; and

   c. Apply for and complete installation of an approved and functioning automatic sprinkler system in compliance with the City's applicable life safety codes within three (3) months of the date of this Agreement. If both parties agree, this three (3) month time period can be extended for up to sixty (60) additional days.

4.   As part of this Agreement, Porthole also hereby agrees to permit agents of the City to enter the Property to verify compliance with the terms of this Agreement.

5.   If the Porthole has not submitted the necessary plans, permit requests and/or installed the functioning sprinkler system on or before the deadlines specified herein, Porthole understands and agrees that the City will immediately commence a legal action enforcing the terms of this agreement and/or a land use enforcement action in court. Furthermore, Porthole agrees that it will be responsible for a civil penalty in the amount of One Hundred Dollars ($100.00) per day retroactively from the date of this Agreement; and an additional One Hundred Dollars ($100.00) per day each day thereafter that such violations continue to exist, and the City's reasonable attorney's fees and costs to prosecute any such action required to be filed as a result of their non-compliance with this Agreement or the City Code.

IN WITNESS WHEREOF, and thereunto duly authorized, the said City of Portland has caused this Agreement to be signed by Tammy Munson, its Inspections Division Director, and Mr. Kenneth Macgowan and the Porthole Restaurant & Pub LLC has caused this Agreement to be signed by Mr. Kenneth Macgowan.

Dated: June 16th, 2014.

Ms. Tammy Munson,
City of Portland,
Inspections Division Director

Dated: June 16th, 2014.

Mr. Kenneth Macgowan on behalf of himself individually and for the Porthole Restaurant & Pub LLC

Witness to Both of the Signatures Above:

Danielle P. West-Chuhta,
City of Portland
Corporation Counsel