



**Prudential**  
Akers Real Estate

032 FO14

**Prudential Referral Services**  
International Network

Website: [www.PrudentialAkers.com](http://www.PrudentialAkers.com)  
Email: [PrnAkers@aol.com](mailto:PrnAkers@aol.com)

**Portland Office**  
386 Fore Street  
Portland, Maine 04101  
207-774-8300  
207-774-8347 fax

Akers  
and  
Akers

**Camden Office:**  
71 Chestnut Street  
Camden, Maine 04843  
207-236-3893  
207-236-6671 fax

**35 Years of Service**

From: Andrew Jarvis

To: Dave Caddell

Date:

Pages:

Message:

Fax: 874-8716

D,

copies of Management agreements b/t:

Gaudin → Monopoly (Joe Soley)

Monopoly (Joe Soley) → Infinity, Inc. (Sharon Wishart)

Call w/ any questions. Let me know when you want to inspect.

A —

032 F014

**Management Contract**

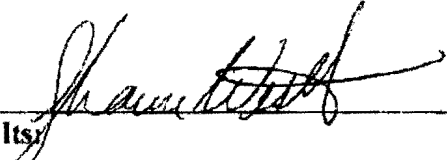
Starting on this 21<sup>st</sup> day of March a Management Contract is signed between Infinity, Inc., hereinafter called "Manager" and Monopoly, Inc., hereinafter called "Owner". The Manager agrees to operate the business currently called "The Basement" on behalf of the Owner located at One Exchange Street in Portland, Maine until June 10, 2000. The Manager will operate the business and be allowed to keep any and all proceeds from the operation. In return, the Manager will be responsible for any and all bills associate with the operation of the business, arising during the term of this agreement, which is to include, but not limited to, all utilities, sales and personal property taxes, cost of goods and supplies during this period. At the signing of this agreement the Manager will have all utilities and bills transferred into his name or will have approached the up-stairs restaurant and worked out mutually acceptable terms for disbursement of the utility expenses. The Manager will also provide a General Liability Insurance Certificate, in the amount no less than \$1,000,000.00, with the Owner listed as additionally insured. Furthermore, the Manager agrees to pay the Owner the following fee structure for the use of the business as outlined in Section 4 of the lease agreement. Payment is to be made on a weekly basis, due at Noon on each and every Friday at the location of 375 Fore Street in Portland, Maine.

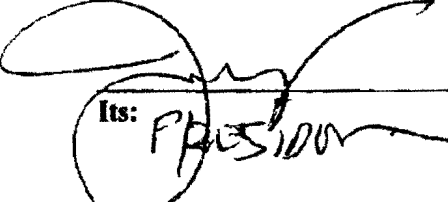
The Manager will be responsible to ensure that all bills and expenses, which were incurred during this agreement, are paid in full. If any of these bills or expenses are unpaid, the Owner shall have the right to pay these bills and/or expenses from the proceeds of the Deposit and then return the remaining portion of the Deposit to the Manager.

**Seen and Agreed to:**

**Infinity, Inc.**

**Monopoly, Inc.**

Its: 

Its:  FRESIDON

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032 F014

**MANAGEMENT AGREEMENT**

NOW COME Glenn Gaudin and The Basement, Inc. ("Gaudin") and Joseph Soley and Monopoly, Inc. ("Soley") on March 7, 2000 and enter in the following agreement:

WHEREAS Soley is the landlord and owner of One Exchange Street in Portland, Maine, and whereas Gaudin previously obtained and used an overlay and liquor license to operate a bar/nightclub in the basement of One Exchange Street, and whereas Soley has evicted Gaudin through a forcible entry and detainer action, and whereas Soley wishes to use the premises to operate an establishment that serves liquor, and whereas Gaudin wishes to cooperate in transferring the overlay license to Soley and/or his assignees in exchange for good and valuable consideration,

NOW THEREFORE, the parties agree that

- (1) Soley will pay Gaudin 
- (2) Gaudin will cooperate in any way reasonably necessary for Soley to obtain the overlay and liquor licenses for the basement of One Exchange Street;
- (3) Soley will immediately apply for those overlay and liquor licenses;
- (4) Gaudin will allow Soley and/or his assignees to use Gaudin's overlay and liquor licenses during the time period when Soley's application for the overlay and liquor licenses is pending, with the caveat that Soley and his assignees will obtain insurance for the operation of any business and for general liability, and Soley and his assignees will indemnify and hold Gaudin harmless for any claims that arise with regard to the ownership and/or operation of the basement at One Exchange Street, including the use of the overlay and liquor licenses, from the date of this agreement forward;
- (5) ~~The \$5,200 remaining of Gaudin's security deposit held by Akers & Akers is hereby released to Gaudin, minus \$1,500.00 representing a stopped check for a total of \$3,700.00;~~
- (6) Soley and Gaudin mutually release each other from any liability for any claims that either has or had against each other from the beginning of the world until the signing of this Agreement, except claims arising from the performance of this agreement.
- (7) Gaudin and Soley have no agreements with each other except this Agreement. Any changes to this Agreement must be made in writing and signed by all parties.


BELOW




**ALL PARTIES AGREE TO KEEP ALL TERMS OF THIS & ALL AGREEMENTS CONFIDENTIAL PERMANENTLY.**

  
By Joe Soley, Pres. MONOPOLY, INC.

  
By Glenn Gaudin, Pres.

  
Joseph Soley, Individually

  
Glenn Gaudin, Individually

WITNESSED & NOTARIZED  


STEPHAN L. WILSON  
BY COMMISSION

Not to exceed 90 days  
H. J. ...

- ADDITION TO GLENN GAUDIN  
AFFIX 90 IF ADDITIONAL TIME

032 F014

AGREEMENT TO TRANSFER OVERLAY LICENSE

I Glenn Gaudin am hereby transferring all my right and interest in a certain overlay license which I have obtained from the City of Portland to Joseph Soley for good and valuable consideration.

Dated: 3/7/00

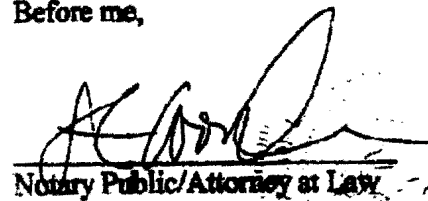
  
Glenn Gaudin

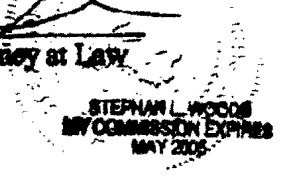
State of Maine  
Cumberland, ss.

Dated: 3/7/00

Personally appeared the above-named Glenn Gaudin and signed this document as his free act and deed.

Before me,

  
Notary Public/Attorney at Law



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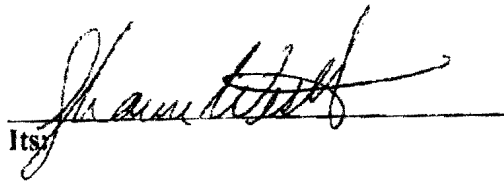
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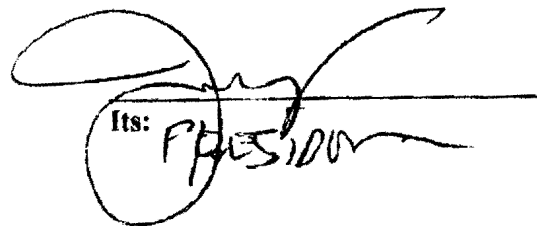
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Seen and Agreed to:

Infinity, Inc.

Its: 

Monopoly, Inc.

Its:  PRESIDENT

032 Fol 14

**Sec. 15-11. License not to be transferable.**

(a) No license shall be transferred to any person, to any location, or to any other vehicle or device, and no license fee shall be refunded if the licensed activity is ceased prior to the expiration of the license. All purported transfers not in accordance with this section are void. A license shall be deemed the subject of an attempted transfer whenever there is a sale of the business, vehicle or device, or where there is a change in actual ownership interest. Upon any such event, the licensee shall immediately surrender the license to the clerk; except that, in the case of death, bankruptcy or receivership of any licensee, the duly appointed executor or administrator of the deceased licensee or the duly appointed trustee or receiver of the bankrupted licensee or licensee receivership may retain the license and operate under the same for the benefit of the estate with the written permission and approval of the clerk until such time as such operation is no longer needed to benefit the estate. Thereafter, such person, representatives, receivers, or trustees shall either return the license to the clerk or transfer same to any other person, under order of the court having jurisdiction and upon written notice to the clerk. In the interim, between the death of the licensee and the appointment of an executor or administrator, or in cases where no administration of the estate of a deceased licensee is contemplated, the widow or widower or person designated by all of the heirs of the deceased licensee may take over the license upon written notice to the clerk. Duly appointed and qualified guardians and conservators of the estate of a licensee may retain the license of their ward during the term of office upon written notice to the clerk.

(b) In all cases arising out of this section in which the clerk is required to determine the identity or composition of or ownership interests in an applicant or licensee, or to determine whether a transfer of an ownership interest in an applicant or licensee has taken place, shall look to the substance rather than the form of transactions and any person aggrieved may appeal the clerk's determination to the city manager.

(Code 1968, § 901.11; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 7, 4-23-84)

**Sec. 15-12. Fees and expiration dates.**

(a) Fees for licenses issued pursuant to this Code and the expiration date of each shall be as follows:

<i>Location in Code</i>	<i>Description</i>	<i>Fee</i>	<i>Expiration Date</i>
Ch. 4, Art. II	Amusement devices: Amusement devices (other than pinball and adult amuse- ments), per device	\$ 120.00	Twelve months current with quor license any city lic
	Pinball machines, per device	120.00	Twelve months current with quor license any city lic