

FORBEARANCE AGREEMENT

The parties, the City of Portland ("Portland"), and Raj & Raj, LLC ("Defendant"), hereby enter into this Forbearance Agreement ("Agreement") as of July 20, 2017

WHEREAS, Defendant is the owner and manager of a multi-unit residential property located at 27 State Street in Portland, Maine, CBL 044 B010001 on the Portland Tax Maps (the "Property");

WHEREAS, Portland inspected the Property and found various violations, for which it filed a civil action in the Cumberland County District Court in the matter captioned, *City of Portland v. Raj & Raj, LLC*, Docket No. VI-15-453;

WHEREAS, on May 23, 2016, Portland was granted judgment against Defendant (the "Judgment");

WHEREAS, the Judgment required Defendant to undertake certain actions with respect to the Property (the "Remedial Actions");

WHEREAS, the Judgment also required Defendant to pay Portland civil penalties in the amount of \$17,200 (the "Civil Penalties");

NOW, THEREFORE, the parties wish to provide for the repair of the Property and settlement of the Civil Penalties as follows:

1. Defendant concedes the validity and enforceability of the Judgment, as to the requirement to replace the fire doors at the Property, and the imposition of the Civil Penalties.
2. Defendant shall install all required fire doors no later than March 10, 2017 in full compliance with state and local laws, to the satisfaction of Portland.
3. Defendant shall pay to Portland civil penalties in the amount of \$1,000 no later than March 10, 2017.

4. So long as Defendant complies with the requirements of paragraph 2 above, Portland waives its rights to collect the remaining Civil Penalties. If Defendant fails to comply with the requirements of paragraph 2 above, the remaining Civil Penalties shall be due and owing within ten days of notice and demand by Portland.

5. In addition to the Civil Penalties due and owing pursuant to paragraph 4 above, if Defendant fails to comply with the requirements of paragraph 2, Defendant shall pay Portland additional civil penalties in the amount of \$5,000, which shall be due and owing within ten days of notice and demand by Portland.

6. Defendant agrees to maintain the Property in full compliance with all applicable federal, state, and local laws in the future.

7. Defendant shall not transfer the Property without first providing the proposed transferee a copy of the Judgment and this Agreement, and without first obtaining the written consent of Portland.

8. The parties agree that this Agreement does not waive or otherwise impact Portland's ability to enforce the Judgment, except as specifically provided herein.

SEEN AND AGREED,

Date:

2/27/2017

CITY OF PORTLAND

A/c Keith Gauthreau
By: Keith Gauthreau
Its: Assistant Fire Chief

Date:

02/22/2017

RAJ & RAJ, LLC

Noel Bonam
By: Noel Bonam
Its: