

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that AMIGOS PROPERTIES, LLC - LA BODEGA & FLORES

Located At 863 CONGRESS ST

Job ID: 2012-05-4009-ALTCOMM

CBL: 053-C-015-001

has permission to Divide 1 retail space into 2 retail spaces infill 36" pass thru with wood studs, maximum of 9 seats allowed, provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Fire Prevention Officer

[Signature] 6/22/12
Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY

PENALTY FOR REMOVING THIS CARD

6-27-12 DWM/BKL Final OK

Closed



Certificate of Occupancy



CITY OF PORTLAND, MAINE

Department of Planning and Urban Development

Building Inspections Division

Location: 863 CONGRESS ST

CBL: 053- C-015-001

Issued to: HARRIS, RICHARD J

Date Issued: 6/27/2012

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 2012-05-4009-ALTCOMM, has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

1st floor, East Tenant Space

APPROVED OCCUPANCY

USE GROUP B/M/R-2
TYPE 5-B
IBC 2009

Limiting conditions: 863 Congress Street can be a retail establishment only with up to nine seats. It may not be a restaurant.

Approved:

6-27-2012

(Date)

Inspector

Inspections Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

Certificate of Occupancy Inspection (permit was approved after the fact)

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Acting Director of Planning and Urban Development
Gregory Mitchell

Job ID: 2012-05-4009-ALTCOMM

Located At: 863 CONGRESS ST

CBL: 053- C-015-001

Conditions of Approval:

Zoning

1. With the issuance of this permit and the certificate of occupancy, the legal use of the first floor shall remain as two retail spaces. Any change of use shall require a separate permit application for review and approval.
2. The new space being created at 863 Congress Street can be a retail establishment only with up to nine seats. It may not be a restaurant.

Fire

1. Installation shall comply with City Code Chapter 10.
2. All construction shall comply with City Code Chapter 10.
3. <http://www.portlandmaine.gov/citycode/chapter010.pdf>

Building

1. Application approval based upon information provided by the applicant or design professional. Any deviation from approved plans requires separate review and approval prior to work.
2. New cafe, restaurant, lounge, bar or retail establishment where food or drink is sold and/or prepared shall meet the requirements of the City and State Food Codes. Based on the number of seats shown on the plans, a bathroom is not required for the public by State Code. The public is not allowed to enter the kitchen/employee area.
3. Approval of City license is subject to health inspections per the Food Code.
4. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, FAX: (207) 8716

Job No: 2012-05-4009-ALTCOMM	Date Applied: 5/15/2012	CBL: 053- C-015-001	
Location of Construction: 863 CONGRESS ST	Owner Name: AMIGOS PROPERTIES, LLC (Juan Gonzalez)	Owner Address: 863 CONGRESS ST PORTLAND, ME 04102	Phone: 207-332-9389
Business Name:	Contractor Name: Juan Gonzalez	Contractor Address: 863 Congress St., Portland ME 04102	Phone: (207) 332-9389
Lessee/Buyer's Name: Maria Castaneda	Phone: 207-518-3716	Permit Type: BLDG - Building	Zone: R-6
Past Use: Retail - La Bodega <i>w/10 Res units above</i>	Proposed Use: Split the retail space into two retail spaces - La Bodega occupies the left side and Flores "Restaurant" occupies the right side as a retail establishment with 9 or less seats - build wall	Cost of Work: 1000.00	CEO District: <i>mixed use</i>
		Fire Dept: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: <i>B/m/R</i> Type: <i>5B</i>
Proposed Project Description: build 7' x 3' wall to create two retail spaces		Signature: <i>Cyrl Paine</i>	Signature: <i>[Signature]</i>
		Pedestrian Activities District (P.A.D.)	<i>6/22/12</i>
Permit Taken By:	Zoning Approval		

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <i>can be retail establishment only w/ 9 seats or less</i> <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>OK w/condition 5/25/12 ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABM</i>
	CERTIFICATION		

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the appication is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

2012 05 4009

66

R-6



General Building Permit Application

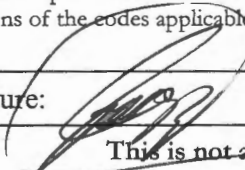
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>863 CONGRESS ST, PORTLAND</u>		
Total Square Footage of Proposed Structure/Area <u>21</u>		Square Footage of Lot <u>731</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>053 C 015</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>JUAN GONZALEZ</u> Address <u>863 CONGRESS ST</u> City, State & Zip <u>PORTLAND, ME 04102</u>	Telephone: <u>207-332-9389</u>
Lessee/DBA (If Applicable) RECEIVED MAY 15 2012 Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name <u>SAME</u> Address City, State & Zip	Cost Of Work: \$ <u>400</u> C of O Fee: \$ <u>-</u> Total Fee: \$ <u>400</u>
Current legal use (i.e. single family) <u>RESTAURANT - currently licensed</u>	If vacant, what was the previous use? <u>11</u>	
Proposed Specific use: <u>RESTAURANT - needs kitchen - 9 seats or less</u>	Is property part of a subdivision? <u>NO</u> If yes, please name <u>N/A</u>	
Project description: <u>BUILDING A WALL TO COVER A WALL - 7' X 3'</u>		
Contractor's name: <u>NONE</u> <u>OWNER</u>		
Address: _____		
City, State & Zip _____		Telephone: _____
Who should we contact when the permit is ready: <u>JUAN GONZALEZ</u>		Telephone: _____
Mailing address: <u>863 CONGRESS ST, PORTLAND, ME 04102</u>		

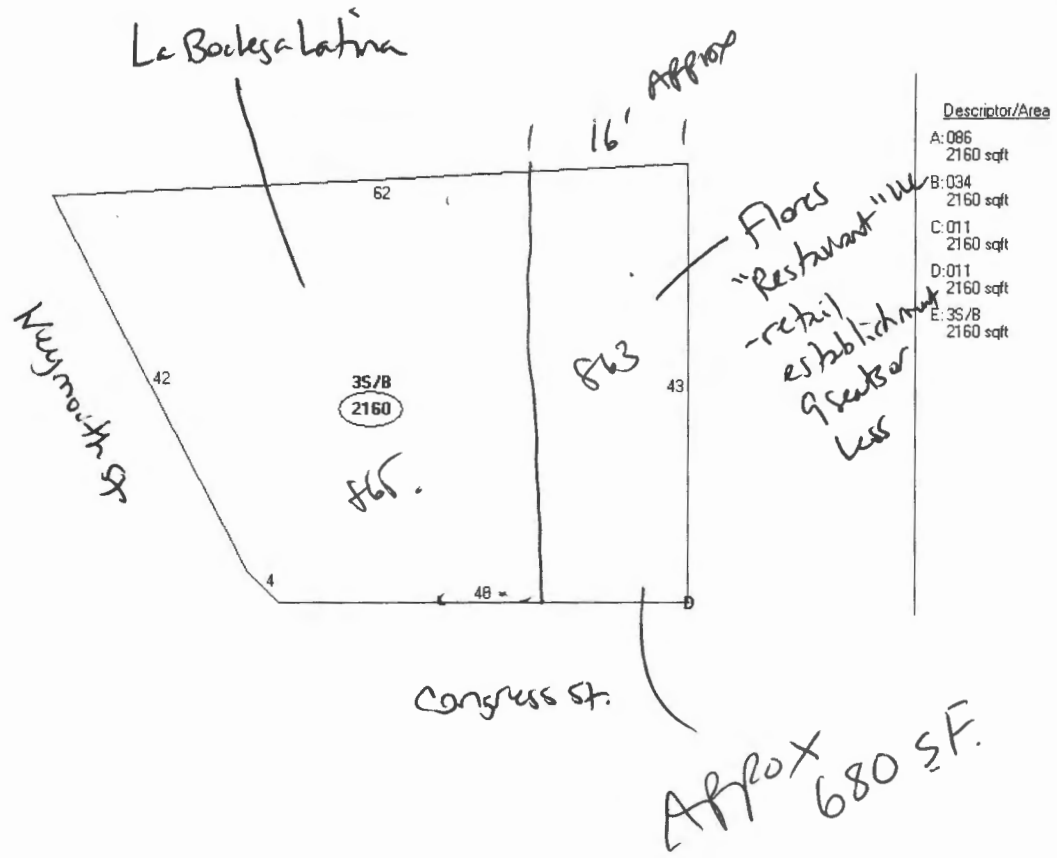
Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

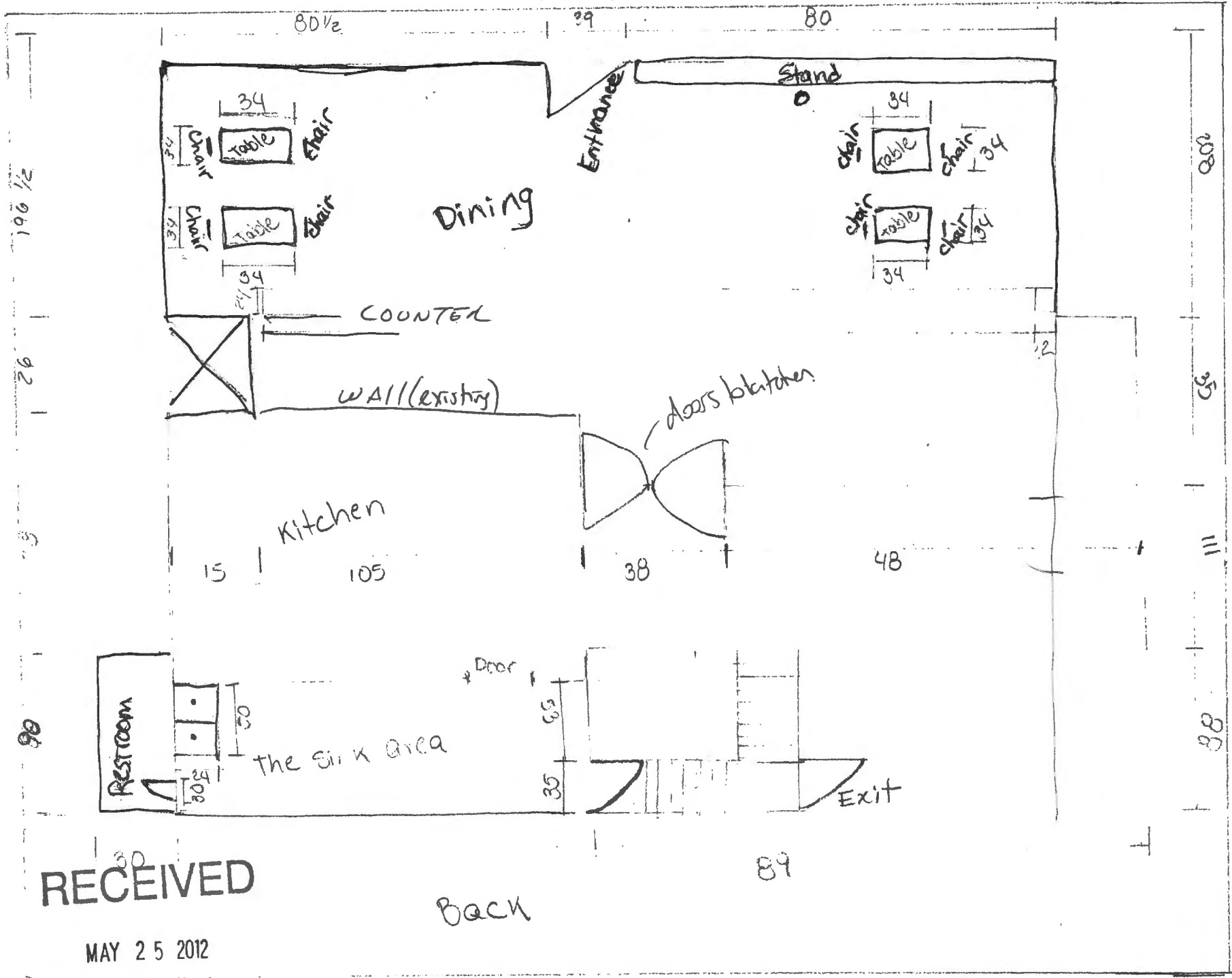
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature:  Date: 5/19/12

This is not a permit; you may not commence ANY work until the permit is issued



Front Congress St.



Dept. of Building Inspections
City of Portland Maine

863 congress st

865 CONGRESS ST

COUNTER

WALKWAY
WHERE WALL
WILL BE BUILT.
3X7 FRAME-
WITH INSULATION

EXIT

863 CONGRESS ST

FRONT
DOOR

EXIT

POOL

KITCHEN
STOVE

BATHROOM



INSTALLMENT SALES CONTRACT

AGREEMENT entered into as of this 12th day of December, 2003 by and between **RICHARD S. HARRIS, JR** and **PEGGYANN E. HARRIS**, of Portland, Maine (hereinafter referred to as "Seller") and **AMIGOS PROPERTIES, LLC**, a Maine limited liability company with a place of business in Scarborough, Maine (hereinafter referred to as "Purchaser").

1. **SALE OF PROPERTY**: The Seller, in consideration of the covenants and agreements of the Purchaser hereinafter contained, agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy the following described property:

- a) Real property located at 863-865 Congress Street in Portland, Maine, most recently described in the deed to the Seller, recorded in the Cumberland County Registry of Deeds in Book 8798, Page 298 (the "Property").
- b) Personal property at the premises consisting of the following: all stoves and refrigerators on the Property.

2. **TERMS OF SALE**: The Purchaser agrees to pay to the Seller, and the Seller agrees to accept the purchase price of Three Hundred Eighty Five Thousand (\$385,000.00) Dollars for the Property to be paid pursuant to a Promissory Note in the form attached hereto as Exhibit A (the "Promissory Note").

3. **EXISTING INDEBTEDNESS ON PROPERTY**: Seller shall continue to make all required monthly payments on the promissory note and mortgage to Norway Savings Bank (or its assigns), which mortgage encumbers the 863-865 Congress Street property (the "Existing Debt"). Seller shall, upon request, provide suitable proof to

RECEIVED

MAY 25 2012

Dept. of Building Inspections
City of Portland Maine

Purchaser each month that monthly payments have been timely made. If Seller should not make timely payments on the Norway Savings Bank note and mortgage, Purchaser shall thereafter, upon written notice to Seller, have the right to make such payments directly to the holder of the Existing Debt with full credit toward payments due hereunder and to set off against payments due on the Promissory Note, and Seller shall forward to Purchaser all note and mortgage information and documents necessary to make such payments.

Purchaser shall have the right to cure any default on terms required by the holder of the Existing Debt. Seller agrees for themselves that they and their agents and attorneys will at all times exercise good faith and bona fides toward Purchaser, its member(s) and its assigns, to accomplish the purpose of this Contract and to avoid a default of the Norway Savings Bank note and mortgage.

4. **PREPAYMENT/ASSUMPTION**: Purchaser reserves the right to prepay all or part of the indebtedness due under the terms of this Contract at any time, provided, however, Purchaser shall be obligated to pay in full any prepayment penalty and other costs, fees or amounts that may be due and payable in connection with the Existing Debt, and provided further, that in the event of any prepayment prior to ten (10) years from the date hereof, a prepayment penalty in the amount of 10% of the principal amount of the prepayment shall be paid, unless such prepayment occurs following the deaths of Richard S. Harris, Jr. and Peggyann E. Harris. Further, at such time as Purchaser assumes (or refinances) the Existing Debt in accordance with its terms (should Purchaser so elect), including obtaining the release of the personal guaranties of Richard S. Harris and Peggyann Harris thereto, Seller shall convert the remaining indebtedness under the

Promissory Note, less the principal amount of the Existing Debt so assumed or refinanced to a subordinated second mortgage in standard commercial form and Seller shall release the deed to Purchaser for recording. In such event, the provisions of Paragraph 14 and 16 below shall no longer apply.

5. ACCELERATION: The Seller and the Purchaser recognize that the Existing Debt may be considered in default as result of this Contract. Should full payment on the Existing Debt be demanded or a foreclosure action commenced as a result of this Contract, Purchaser shall be obligated to pay the holder of the Existing Debt in full and is solely liable for any costs or penalties incurred. In such event, all amounts paid by Purchaser arising from the acceleration of the Existing Debt, except for any pre-payment penalty charges, shall be credited to and set off against the Promissory Note. At such time as Purchaser pays the Existing Debt, Seller shall convert the remaining indebtedness under the Promissory Note, less the amounts paid by Purchaser arising from the acceleration of the Existing Debt to a subordinated second mortgage in standard commercial form, and Seller shall release the deed to Purchaser for recording. In such event, the provisions of Paragraph 14 and 16 below shall no longer apply.

6. EVIDENCE OF SELLER'S TITLE TO THE PROPERTY: Seller agrees to provide Purchaser evidence of title by copy of deed at the time of the execution of this Agreement.

7. **SELLER'S DEED FOR 863-865 CONGRESS STREET:** Upon satisfaction in full of the indebtedness described in Paragraph 2 of this Agreement, the Purchaser shall receive Seller's Quit-Claim with Covenant Deed (the "Deed") to the Property. The Deed shall be duly executed and acknowledged by the Seller, and shall convey to the Purchaser the Property in fee simple, free and clear of all encumbrances, with Quit Claim covenants and with marketable title according to the title standards of the Maine Bar Association and with insurable title without exceptions except for standard exceptions by a title company doing business nationwide. Seller agrees to execute this date a Deed of the Property to the Purchaser, and a Maine real estate transfer tax declaration of value form which documents shall be held by Murray, Plumb & Murray, as escrow agent, to be delivered to the Purchaser upon the first to occur of (i) Purchaser's satisfaction of the indebtedness described in this Contract, or (ii) Purchaser fulfilling Purchaser's obligations set forth in either Section 4 or Section 5 above which obligate Seller to release the deed to Purchaser. The escrow agent shall be authorized to release the Deed to the Purchaser upon certification from Seller or court order that all the conditions of this Contract have been fully satisfied. The parties agree to share equally in all expenses of the escrow agent incurred in holding said documents until their release. Until such release, Seller and Purchaser, as applicable, shall keep the property free and clear of all encumbrances other than the mortgage of Norway Savings Bank, the Memorandum of this Agreement and residential leases. Upon such release, it shall be the obligation of the Seller to procure appropriate discharges for any encumbrances upon the Property and deliver marketable and insurable title to Purchaser, as aforesaid.

8. **POSSESSION OF PROPERTY**: The Purchaser shall have the right to enter into immediate possession of the Property as of the date of this Contract, and shall have the right to continue in possession of the Property until default, as defined in Paragraph 13.

9. **TAXES, ASSESSMENTS & UTILITIES**: Purchaser agrees to pay to Seller, with the monthly payment due under the Promissory Note, 1/12th of the annual real estate taxes which are assessed against the Property for and during the life of this Contract, or in such amounts as Norway Savings Bank or any subsequent lender requires for its monthly tax escrow. Real estate taxes will be prorated as of the date of possession. Any tax escrow held by Norway Savings Bank in Seller's favor will be reimbursed to Seller by Purchaser. Purchaser also covenants and agrees to pay when due all charges or assessments for water, sewer, or other utility services which may be incurred as a result of its possession of the Property and shall, upon written request, provide proof of payment to Seller. Meter readings or prorations shall be conducted on all utilities as of the date of possession. So long as Purchaser is in possession of the Property, Seller will cause all such utility bills to be sent directly to Purchaser or will immediately forward such utility bills to Purchaser upon Seller's receipt thereof. Seller agrees to pay when due its share of all real estate transfer taxes and Maine Real Estate Withholding taxes incurred as a result of the sale of the Property. The Seller authorizes the Purchaser to deduct the amount of any such taxes from the payments due to the Seller under the terms of Paragraph 2 if the Seller fails to tender the amount of such payments when Purchaser tenders final payment to the Seller. Seller agrees to execute at the time the deed is delivered to Purchaser all instruments of a type customarily required by title insurers upon the sale of real property which are required

for Purchaser to obtain title insurance. The Purchaser shall also have the right to obtain a discharge of all liens, attachments or other encumbrances placed upon the Property, or which may give rise to potential liens against the Property as a result of the Seller's failure to pay any debt for which the Seller is liable, and to deduct the sum expended thereby from the indebtedness due to the Seller pursuant to Paragraph 2 of this Agreement. Unless disclosed specifically in this Agreement or its exhibits, Seller is unaware of any liens, attachments or encumbrances now affecting the Property, including any pending orders of any public agency or other matters of public record.

10. **PRORATION & ASSIGNMENT**: All rents shall be prorated as of the date of possession. All security deposits held by the Seller will be transferred to Purchaser, upon complete execution of this Contract, or given as a credit toward the amount Purchaser would otherwise owe Seller hereunder, and all leases and tenancies at the Property shall be assigned by Seller to Purchaser as of the date of possession. Originals of all leases currently in effect will be delivered to Purchaser at execution of this Contract.

11. **INSURANCE**: Seller shall maintain at the cost and expense of the Purchaser, public liability and casualty insurance on the Property in the minimum amounts as the parties agree to at closing, or at such greater amount as Purchaser thereafter requests in writing, with an insurer of Purchaser's choice. Said insurance policies shall identify the Seller as insured party and loss payee. Seller shall provide Purchaser evidence of the insurance premiums and Seller's timely payment of the same. Purchaser shall pay to Seller, with the monthly Note payment, one-twelfth (1/12th) of the annual insurance premiums on the Property. Purchaser shall obtain such public liability insurance during its possession of

the property, insurance on its personal property and any other insurance it may desire at its own expense. Purchaser shall be named as an additional insured on all insurance policies of Seller related to the Property. Seller hereby assigns to Purchaser all of Seller's rights arising from any insurance policy maintained by Seller on the Property, including all loss proceeds, and shall act in all respects in a confidential relationship for Purchaser with respect to any such policy.

12. **INDEMNIFICATION**: Purchaser and its member, Juan R. Gonzalez, agree to indemnify and hold Seller harmless from and against any and all suits, claims, demands, liabilities, losses, costs, attorneys' fees and expenses, arising out of, in connection with, or relating to, Purchaser's obligations under this Contract or Purchaser's control of the Property or any lease by Purchaser of any portion of the Property except for an action brought by Purchaser against Seller for or arising out of Seller's breach of this Contract. So long as Seller does not breach this Agreement, Purchaser and Juan R. Gonzalez further agree to indemnify, defend, and hold Richard S. Harris, Jr. and Peggyann B. Harris harmless from and against any and all suits, claims, demands, liabilities, losses, costs, attorneys' fees and expenses, arising out of or in connection with the Existing Debt. Purchaser and Juan Gonzalez shall have the right to choose legal counsel for all parties with respect to its/their obligations arising from this indemnification. Seller agrees to indemnify and hold Purchaser harmless from and against any and all suits, claims, demands, liabilities, losses, costs, attorneys' fees and expenses, arising out of, in connection with, or relating to, Seller's obligations under this Contract or Seller's prior control of the Property except for an action brought by Seller against Purchaser for or arising out of Purchaser's breach of this

Contract. Seller shall have the right to choose legal counsel for all parties with respect to its obligations arising from this indemnification.

13. **MAINTENANCE, IMPROVEMENT & WASTE:** Purchaser agrees that it shall, at its own cost and expense, maintain the Property, buildings and improvements thereon in as good order and repair as they are on the date of this Contract, reasonable wear and tear excepted. Seller makes no representations regarding the physical condition of the Property or compliance with any governmental regulations. Except as expressly stated herein, Purchaser is buying the Property “as is.” Purchaser further agrees that it will commit no waste nor suffer the same to be committed on the Property, nor shall it injure or misuse the Property. Purchaser shall obtain consent of the Seller before making any capital improvements on the Property. Seller shall not unreasonably withhold consent. Upon execution of this Agreement, unless otherwise specified herein, Seller shall not have any involvement in the management or control of the building.

Any improvements made on the Property by the Purchaser during the life of this Contract shall become the Property of the Seller in the event of uncured default by the Purchaser.

14. **DEFAULT BY PURCHASER:** The failure of the Purchaser to make any payment required by the terms of the Promissory Note or this Contract within ten (10) days when due, or the failure by the Purchaser to perform any other obligation required of it by the terms of the Promissory Note or this Contract shall constitute a default of the Promissory Note and this Contract only if the Purchaser has failed to cure the default within 21 days of the mailing of a Notice of Default by the Seller to the Purchaser, or, in the event

such default cannot be reasonably cured within such 21 days, has commenced cure of the default within such 21 days and diligently thereafter proceeds to cure such default. The Notice of Default shall state the specific ground or grounds claimed as the basis for default. The Notice of Default shall state that Purchaser has the right to cure the default by full payment of all amounts that are due without acceleration, including the late charges identified in the Promissory Note and reasonable attorneys' fees, or performance of the required obligation, as the case may be. If the Purchaser tenders payment of the amounts and/or performs the required obligation before the date specified in the notice, the Purchaser shall be restored to all rights under this Contract as though default had not occurred. Notwithstanding the foregoing, with respect to Promissory Note payment defaults, Seller shall be required to give such written notice of default only two (2) times during any twelve (12) month period during the term of this Contract, and any additional Promissory Note payment defaults during any twelve (12) month period shall be a default under the Promissory Note and this Contract without the requirement of a written notice.

Should the Purchaser fail to cure a default, this Agreement shall be terminated pursuant to any means authorized by law and all of Purchaser's interest in the Property shall be terminated, without reimbursement or credit for any amounts previously paid under the Promissory Note or this Contract. **BY SIGNING HEREUNDER, PURCHASER WAIVES ANY RIGHT IT MAY HAVE TO CONTINUE IN POSSESSION AFTER DEFAULT BY VIRTUE OF TITLE 33 §482 AND/OR TITLE 14 §6203-F OF THE MAINE REVISED STATUTES AND/OR ANY OTHER PROVISION OF LAW, AND SUBMITS, IN THE EVENT OF ITS DEFAULT HEREUNDER, TO**

FORCIBLE ENTRY AND DETAINER AS SELLER'S REMEDY FOR

RECOVERING POSSESSION OF THE PROPERTY. Purchaser shall not have any claim to equity or improvements on the Property. Upon the termination or foreclosure of the Contract, the deed identified in Paragraph 6 shall be delivered by Escrow Agent to Seller.

In the event of default by Purchaser and Seller is in good standing under this Agreement, the Purchaser agrees on demand to pay all reasonable attorneys' fees and costs incurred by Seller in order to enforce the terms of this Contract, whether or not suit is brought.

15. **ASSIGNMENT OF RENTS:** As additional security for the payment and the performance of the obligations, covenants, and agreements secured hereby, Purchaser assigns and conveys to Seller all right, title, and interest in, to and under any and all leases entered into or assigned to Purchaser relating to the Property. With respect to each of the leases, Purchaser conveys the right to Seller to receive and apply the rents or any sum due thereunder and apply them to the indebtedness, and the Seller may demand, sue for, and receive such payments but shall not be required to do so. Provided, however, that so long as Purchaser is not in default hereunder, the right to receive and retain such rents, issues and profits is reserved to Purchaser, and further provided that the receipt of any funds and the foregoing provisions shall not constitute a waiver of any rights of Seller, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Seller in the event of default or failure of performance by Purchaser of any covenant or agreement contained in this Contract. Seller shall not be obligated to perform or discharge nor does it

hereby undertake to perform or discharge any obligation, duty or liability under any such leases by reason of this assignment.

16. **DEFAULT BY SELLER:** In the event that Seller defaults in his obligations under this Contract, and Purchaser is in good standing under this Contract, the Purchaser may deduct all loss it incurs due to the default, including costs, points, fees, attorneys' fees, and other charges it incurs due to the default from amounts due hereunder to Seller and may set off such loss against amounts due under the Promissory Note. If said loss exceeds the monthly payments made on the Promissory Note or otherwise hereunder by Purchaser, and the Purchaser advances money to cure any default by Seller, all sums advanced or borrowed by Purchaser shall be immediately due, and if not paid, shall accrue interest at the rate incurred by Purchaser to borrow money to cure said default. This Contract shall be subordinate to any mortgage to be procured by Purchaser to cure Seller's default.

17. **ASSIGNMENT:** The Purchaser's interest in this Contract shall not be sold, assigned or otherwise transferred without the express written consent of the Seller, which may be withheld for any or no reason.

18. **NOT A MORTGAGE:** This Contract is not a mortgage and Purchaser does not obtain title to the Property until the purchase price is paid in full or the deed is otherwise transferred to Purchaser pursuant to this Contract.

19. **NOTICE**: All notices required to be given under the terms of this Contract shall be addressed to the Seller or Purchaser at the following addresses, until written notice is received that a different address is to be used:

Seller: Richard S. Harris, Jr.,
Peggyann E. Harris
35 Penrith Road
Portland, ME 04102

With copy to: Peter S. Plumb, Esq.
Murray, Plumb & Murray Plumb
75 Pearl Street
P.O. Box 9785
Portland, Maine 04104-5085

Purchaser: Amigos Properties, LLC
c/o Juan R. Gonzalez
6 Plymouth Drive
Scarborough, ME 04074

With copy to: C. Alan Beagle, Esq.
Beagle & Ridge, LLC
26 City Center
P.O. Box 7044
Portland, Maine 04112

All notices required to be given under the terms of this Contract shall be delivered by certified mail, return receipt requested, with a copy sent by ordinary mail. For the purposes of this paragraph, the time when the notice is given to the Purchaser is the date the Purchaser signs the receipt or, if the notice is undeliverable, the date the post office last attempts to deliver it.

20. **MEMORANDUM OF CONTRACT**: The parties agree to execute a Memorandum of Installment Sales Contract, the original of which shall be recorded by

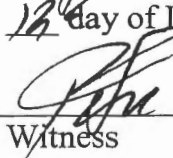
Seller, at Purchaser's expense, within twenty (20) days of the execution of this Contract at the Cumberland County Registry of Deeds.

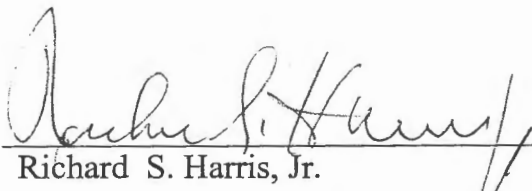
21. MISCELLANEOUS:

- a. Entire Agreement: This Contract and the attached exhibits constitute the entire understanding of the parties. No change, modification, or amendment of this Contract shall be valid unless in writing, duly signed by the party against whom such change, modification or amendment is being enforced.
- b. Survival: All representations, warranties, and promises made in this Contract shall survive at closing.
- c. Validity: If any provision of this Contract is held to be invalid or unenforceable, the other provisions hereof shall remain valid and enforceable, and shall be construed so as to give the fullest possible effect to the intention of the parties.
- d. Governing Law: This Contract is made under and will be construed and enforced in accordance with the laws of the State of Maine.
- e. Successors and Assigns: This Contract will bind and benefit the parties, their respective successors, assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this

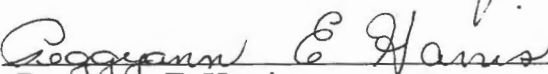
12th day of December, 2003.

 _____
Witness

 _____
Richard S. Harris, Jr.

4 9

Witness

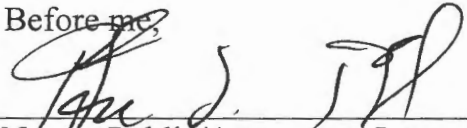
 _____
Peggyann E. Harris

STATE OF MAINE
CUMBERLAND, SS.

December 12, 2003

Personally appeared the above-named, Richard S. Harris, Jr. and Peggyann E. Harris, and acknowledged the foregoing instrument to be their free act and deed.

Before me,



Notary Public/Attorney at Law
Richard S. Harris Jr.

PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE INSTALLMENT SALES CONTRACT SIGNED BY THE SELLER AND AGREES TO PAY AND PERFORM THE SAME IN ACCORDANCE WITH ITS TERMS.

AMIGOS PROPERTIES, LLC

By:



Juan R. Gonzalez, Manager

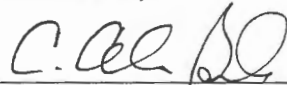
Witness

STATE OF MAINE
CUMBERLAND, SS.

December 12, 2003

Personally appeared the above-named, Juan R. Gonzalez, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public/Attorney at Law
C. Alan Benge

I hereby guarantee the obligations of this Contract, and confirm the indemnities set forth in paragraph 12 above.

Witness



Juan R. Gonzalez

EXHIBIT A

PROMISSORY NOTE

\$385,000.00
7% (adjustable after 5 years)
10 Year Balloon
20 year amortization

Portland, Maine
December __, 2003

FOR VALUE RECEIVED, the undersigned, jointly and severally, promises to pay to the order of Richard S. Harris, Jr. and Peggyann E. Harris with a place of business in Portland, Maine, (hereinafter, with any subsequent holder, "Lender"), the sum of Three Hundred Eighty Five Thousand Dollars (\$385,000.00) with interest thereon at the rate of seven (7%) percent per annum. Monthly installments of principal and interest in the amount of Two Thousand Nine Hundred Eighty Four and 90/100 Dollars (\$2,984.90), shall be paid commencing on the 15th day of January, 2004 and continuing on the same day of each and every month thereafter until December 15, 2013, when the outstanding principal balance and all accrued interest and other sums due hereunder shall be paid in full. The monthly payments are based upon a twenty (20) year amortization schedule

In the event that on or after five (5) years from the date hereof the holder of the first mortgage indebtedness on the Property which is the subject of this Note changes the interest rate on such first mortgage indebtedness to equal or exceed six (6%) percent per annum (the current holder of such debt is Norway Savings Bank), the holder hereof reserves the right to increase the interest rate on this Note to two percentage points higher than the then prevailing Norway Savings Bank prime rate (i.e. prime plus two) and to adjust the rate annually thereafter to equal prime plus two, provided, however, that the interest rate of this Note shall never be less than seven (7%) percent per year.

The maker may at any time prepay this Note, subject, however, to the terms and conditions set forth in that certain Installment Sales Contract between the undersigned and Lender dated of even date (the "Installment Sales Contract"). In the event of partial prepayment, the monthly payment of principal and interest shall be modified so that the remaining principal balance and interest thereon will be amortized by equal monthly payments over the original twenty (20) year amortization schedule, but in all events, all accrued interest and other sums due hereunder shall be paid in full on or before December 15, 2014.

Upon (i) default in making any payment of any monthly installment when due and payable, which default continues for ten (10) days, and failure to timely cure such default after notice as provided in the Installment Sales Contract; or (ii) default of the terms or conditions of the Installment Sales Contract, and failure to timely cure such default after notice as provided in the Installment Sales Contract; then interest shall thereafter accrue at

the rate of interest which is five (5%) percent greater than set forth above, and the Lender shall have the option to pursue its remedies set forth in the Installment Sales Contract.

No action to accelerate the indebtedness evidenced by this note or to terminate or foreclose the Installment Sales Contract shall be commenced for any default, unless such default shall be continuing after notice and the expiration of the cure period provided for in the Installment Sales Contract.

This Note is subject to modification and certain set-off rights of the maker as provided in the Installment Sale Contract. In the event of a default pursuant to which Lender takes possession of the Property (as defined in the Installment Sales Contract), this Note shall become void.

Failure of Lender to at any time exercise any of the foregoing or any other rights of Lender hereunder shall not constitute a waiver thereof, nor shall it be a bar to exercise of any of the foregoing rights at a later date.

The maker and all other parties liable herefor, whether principal, guarantor, endorser or otherwise, hereby severally waive demand, notice and protest, and waive all recourse to suretyship and guarantorship defenses generally, including but not limited to, any extensions or postponements of time for payment or performance which may be granted to the maker or to any other liable party, any modifications or amendments to this Note or any document securing payment and performance hereof, any act or omission to act by or on behalf of Lender, any substitution, exchange, or release of security, and all other indulgences of any type which may be granted by Lender to the maker or any other party liable herefor, including any or all additions or releases of any other parties primarily or secondarily liable herefor, and do also agree to pay all costs of collection of indebtedness evidenced hereby, including reasonable attorneys and paralegal fees and expenses which may be incurred in connection therewith. All of the foregoing promises shall bind the undersigned and all other parties hereto, whether maker, endorser, surety, guarantor or otherwise, together with its or their respective heirs, personal representatives, successors and assigns, jointly and severally.

If any obligation or portion of this Note is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions thereof. This Note shall be effective as a sealed instrument, and shall be construed in accordance with and be governed by, the laws of the State of Maine

If the undersigned shall consist of more than one individual or entity then the obligations of the undersigned under this Note shall be joint and several.

AMIGOS PROPERTIES, LLC

By: _____
Juan R. Gonzalez, Manager

Juan R. Gonzalez, individually



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Receipts Details:

Tender Information: Cash

Tender Amount: 30.00

Receipt Header:

Cashier Id: gguertin

Receipt Date: 5/16/2012

Receipt Number: 43980

Receipt Details:

Referance ID:	6533	Fee Type:	BP-Constr
Receipt Number:	0	Payment Date:	
Transaction Amount:	30.00	Charge Amount:	30.00
Job ID: Job ID: 2012-05-4009-ALTCOMM - build 7' x 3' wall			
Additional Comments: Juan Gonzalez			

Thank You for your Payment!



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Receipts Details:

Tender Information: Check , BusinessName: visa, Check Number: 100566

Tender Amount: 75.00

Receipt Header:

Cashier Id: gguertin

Receipt Date: 5/25/2012

Receipt Number: 44333

Receipt Details:

Referance ID:	6664	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-05-4009-ALTCOMM - build 7' x 3' wall, create 2 retail spaces			
Additional Comments: Juan Gonzalez			

Thank You for your Payment!