Inspections Division
Date: 01/31/14

AGREEMENT TO AMEND CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE AND ALLOCATE PURCHASE PRICE

KNOW ALL PERSONS BY THESE PRESENTS, THAT DAVID A. WAGABAZA, an individual with a mailing address of 144 Sherwood Street, Portland, Maine 04103, **VESIPUCCI'S, INC.**, a Maine business corporation (hereinafter collectively referred to as the "Seller"), **211 DANFORTH LLC**, a Maine limited liability company with a place of business at 211 Danforth Street in the City of Portland, County of Cumberland, State of Maine, and **VESPUCCI'S LLC**, a Maine limited liability company with a place of business at 211 Danforth Street in the City of Portland, County of Cumberland, State of Maine (collectively the "Parties"), hereby agree as follows:

Pursuant to that certain Contract for the Sale of Commercial Real Estate (the "Agreement") between David A. Wagabaza and Keith W. Hickman, dated August 26, 2013, the Parties agrees as follows:

The Parties agree to amend the Agreement to provide for a total Purchase Price of Four Hundred Fifty-Eight Thousand Dollars and No/Cents ($458,000.00). The Parties also agree that the seller financed amount referenced in the Agreement shall be increased to Three Hundred Twenty-Six Thousand Dollars and No/Cents ($326,000.00).

Allocation of Purchase Price. The Parties also agree to allocate the Purchase Price according to the following schedule:

Real Estate	$380,000.00
Equipment	$30,000.00
Inventory	$38,000.00
Goodwill	$10,000.00
Total	**$458,000.00**

RECEIVED
NOV 15 2013
Dept. of Building Inspections
City of Portland Maine

If either party fails to file its tax returns reflecting the mutually agreed allocation of the Purchase Price in the agreed manner, it shall indemnify and save harmless the other of them, in respect of any additional tax, interest, penalty, or damages paid or incurred by the other of them as a result of any reallocation of the Purchase Price for tax purposes.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the 1st day of November, 2013.

WITNESS:

Name:

Assignor: Vesipucci's, Inc.

By:
David A. Wagabaza
Its President

Inspections Division
Date: 01/31/14

WITNESS:

Assignor: David A. Wagabaza, Individually

Name: David A. Wagabaza, Individually
Assignee: 211 Danforth LLC

WITNESS:

By:
Name: Keith W. Hickman
Its Manager

WITNESS:

Assignee: Vespucci's LLC

By:
Name: Keith W. Hickman
Its Manager

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Vesipucci's

Inspections Division
Date: 01/31/14

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Keith Hickman, whose mailing address is 145 Park Place, 3D, Brooklyn, NY 11217 (hereinafter called "Purchaser"), this 26th day of August, 2013, the sum of Eighty-Eight Thousand Dollars ($ 88,000.00) as earnest money deposit toward purchase and sale of certain real estate owned by David Wagabaza (hereinafter called the "Seller") and located at 211 Danforth St in the city/town of Portland, County of Cumberland, State of Maine, described as follows: Single-story Retail-Multi Occupancy building approximately 2728sf of 1st floor space with floor basement. And the assets of the Convenience Store Doing business As - Vespuccis, and being more fully described at said County Registry of Deeds in Book 8112, Page 208, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): None

2. PURCHASE PRICE: The total Purchase Price is Four Hundred Forty Thousand Dollars ($ 440,000.00), with payment made as follows:

Earnest money to be delivered on or before 08/29/2013	$ 88,000.00
Other: To be delivered at closing	$ 44,000.00
Other:	$
Balance due at closing, in immediately-available funds:	$ 308,000.00

44,000.00

3. EARNEST MONEY/ACCEPTANCE: KW Commercial ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until August 28, 2013, at 5:00 (☐ AM ☒ PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: Within 15 days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on 11/01/13 (the "Closing Date") to Purchaser by Maine Statutory Short-Form Quit claim with covenants Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrances.

DocuSigned by:
Keith Hickman
7AF37D72E3D24B9...

Buyer's Initials Seller's Initials

KW Commercial 50 Sewall St. 2nd Floor Portland, ME 04102
Phone: 207.553.2490 2491 Fax: 207.879.9301 Edward Herrick

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