

Portland, Maine



Yes. Life's good here.

Tuck O'Brien
City Planning Director, Planning Division

August 10, 2016

Tsan Chau
238 Gorham Road
Scarborough, Maine 04074

Dear Mr. Chau:

We received your letter regarding your land sale transaction with Mr. Darling as your agent (copy attached).

The City of Portland does not regulate land transactions nor the professional standards for real estate brokers. Maine's Real Estate Commission oversees the professional licensing of brokers. Here is a link to their website:

http://www.maine.gov/pfr/professionallicensing/professions/real_estate/contactus.html.

Here is the mailing address and phone number for the Commission:

Real Estate Commission
35 State House Station
Augusta, ME 04333-0035
phone: (207) 624-8521
fax: (207) 624-8637

We recommend that you contact the Real Estate Commission with your concerns. You may also want to consult with a private attorney.

Sincerely,

A handwritten signature in blue ink that reads 'Barbara Barhydt'. The signature is written in a cursive style.

Barbara Barhydt
Development Review Services Manager

cc: Stuart O'Brien, City Planning Director
Jean Fraser, Planner, Department of Planning and Urban Development

Attachment: Tsan Chau, letter dated July 29, 2016.

Tsan Chau
238 Gorham Road
Scarborough, Maine 04074
Mobile 207.553.0851
Home 919.647.4253

July 29, 2016

Attn: Angel Robinson (Dir)
Guggenheim Retail Real Estate Partners, Inc.
3000 Internet Blvd., Ste. 570
Frisco, TX 75034

Attn: Jean Fraser
Planning and Permits (Portland, ME)
389 Congress Street
Portland, Maine 04101

Greetings,

I'm writing this letter in hopes that you will feel the unfairness brought against me. I recently sold my restaurant located in Portland, ME and I'm planning on moving to Texas. I'm 78 yrs old. On June 20th I had spinal surgery (taking prescribed pain medication, under Dr.'s advice). I walk with the aide of a cane.

I feel cheated and caught in a mouse trap by Mr. Darling due to financial reasons (\$8,009.14 2016 Portland, City Tax; over-charged Broker Fee 3%, \$22,500.00; and Mr. Darling never created a Property Listing as my Broker). On July 26, 2016 title company wired me additional \$8,009.14 after I complained about duplicate Portland City Taxes be charged. This was due to a mistake they made in the paperwork. I'm still pursuing my interests and hopefully I'll receive the rest of the money I feel is owed to me. Please review enclosures.

Sincerely,


Tsan Chau

Enclosures: Seller's Statement and pg 3 Letter of Intent

SELLER'S STATEMENT

GFNo: 161146 69

Date: July 22, 2016

Sale From: Tsan Chau
238 Gorham Road
Scarborough, ME 04074

To: TB Portland 810, LLC, a Delaware limited liability company
Attn: Kim Snyder
3000 Internet Blvd., Suite 570
Frisco, TX 75034

Property: 1363 Washington Avenue Portland, ME
1363 Washington Avenue
Portland, ME

Sales Price	\$750,000.00
Reimbursements/Credits	
Total Reimbursements/Credits	50.00
Gross Amount Due to Seller	\$750,000.00

Less: Charges and Deductions	
Commission to Darling Properties	\$45,000.00
Filing Fees to Red Door Title	\$1,650.00
Deed Transfer Taxes	\$1,650.00
Commission to WRE Commercial Brokers	\$22,500.00
Escrow Fee to Thomas Title & Escrow TX, LLC	\$750.00
2016 Taxes to City of Portland	\$8,009.14
Storm Water	\$312.00
2016 Taxes to City of Portland	\$8,072.06
Property Taxes	From 7/1/2016 to 7/22/2016 \$508.82
Storm Water	From 7/1/2016 to 7/22/2016 \$52.84
Total Charges and Deductions	\$86,854.86
Net Amount Due to Seller	\$663,145.14

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement

Seller understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

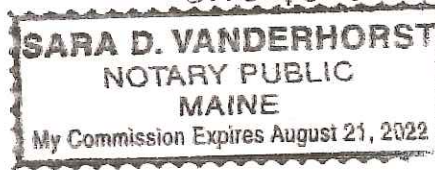
The undersigned hereby authorizes Thomas Title & Escrow TX, LLC to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement

Thomas Title & Escrow TX, LLC

By _____
Diana Doss

Tsan Chau
Tsan Chau

Sara Vanderhorst



<p><u>Due Diligence Documents</u></p>	<p>Seller shall deliver to Purchaser any and all documents in its possession relating to due diligence including, but not limited to, existing surveys, existing environmental reports, Seller's title policy, existing geotechnical and soils reports, etc.</p>
<p><u>Closing</u></p>	<p>Closing of the transaction contemplated by this Letter shall take place on the date that is thirty (30) days after the end of the Approval Period, as may be extended.</p>
<p><u>Closing Costs</u> <i>256</i> <i>Seller shall pay for deed preparation fees and 1/2 of title fee</i> <i>Purchaser shall pay for all other closing costs, except for the escrow fee.</i></p>	<p>Seller shall pay all costs of transfer of title to the Property, including "roll back", transfer and similar taxes, except that Purchaser shall pay the dominious cost of recording the deed and any costs relating to Purchaser's creation of a mortgage against the Property. All taxes and other annual costs attributable to the property shall be prorated between the parties. Each party shall be responsible for its respective legal fees. Buyer shall pay the escrow fee, if any.</p>
<p><u>Non-binding</u></p>	<p>The purpose of this Letter is to set forth the general intent of Seller and Purchaser as to some of the material terms of a Purchase Agreement to be prepared by Purchaser. Except for the provisions of the "Confidentiality and Non-Circumvention" provision below, and notwithstanding anything contained herein to the contrary, the parties agree that this Letter is non-binding upon Seller and Purchaser.</p>
<p><u>Confidentiality and Non-Circumvention Provision</u></p>	<p>Seller and Purchaser will each maintain the confidentiality of the terms of the transaction and the contents of this Letter and the transaction documents, except that either party may disclose the terms hereof to its attorneys, lenders, investors, consultants, or advisors. Seller agrees that, at any time during which</p>