

027-F-002005

FSG Agreement

Falmouth Neck Corp, dba
Market House Coffee
28 Monument Square
Portland, ME 04101
(207) 632-3247

RECEIVED
APR 28 2010
Dept. of Building Inspections
City of Portland Maine

April 23, 2010

Jeannie Bourke
Inspection Services
Planning and Urban Development Department
389 Congress St.
Portland, ME 04101

RE: Market House Coffee activities; use of commercial kitchen

Dear Jeannie:

This letter regards the above-referenced matter. Falmouth Neck Corp, dba Market House Coffee, is a licensed "Food Service Establish with Prep," License #4086, issued December 16, 2009. Market House Coffee wishes to use the commercial kitchen in the basement of the Market House at 27 Monument Square to prepare food items to be served retail upstairs in the Market House. Thank you for your time and consideration to this correspondence.

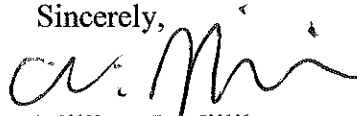
Per our conversation last week, Market House Coffee makes these representations about its use of the commercial kitchen:

1. Market House Coffee's use of the commercial kitchen is exclusive and may not be used simultaneously with any other user (see attached Shared-Use Kitchen License Agreement, section 5 and 7.
2. All food storage shall be according to Serve-safe standards, including hot foods at the proper temperatures and cold foods shall be refrigerated at the proper temperatures. Market House Coffee has two Advantco food warmers for the hot foods, and two already-inspected refrigerators with thermometers that it presently uses for cold foods and dairy items. Further, Market Vendors has available the walk-in cooler and dry storage capacity in the basement.
3. All food shall be served under clean and sanitary conditions to Serve-safe standards. There are sink and hand-wash facilities at the service location.
4. All equipment, dishes and utensils shall be cleaned and sanitized in already-approved sinks on the Market House Coffee space on the second floor or the Shared-Use kitchen sinks in the basement.
5. Steve Miner, a certified Serve-safe vendor and owner of Peanut Butter Jelly Time, is on-site supervisor to ensure Serve-safe compliance.

Jeannie Bourke
Page Two

Again, thank you for your time and consideration to this letter. If you have any questions or need more information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. J. Milliken', written in a cursive style.

William J. Milliken
Market Vendors, LLC

Attachments: Shared-Use Kitchen License Agreement

cc: Kris Horton

Market Vendors LLC
28 Monument Square
Portland, Maine 04101
(207) 228-2056

Shared-Use Kitchen License Agreement

THIS AGREEMENT is made between **Market Vendors, LLC** (“Market Vendors”) and

Falmouth Neck Corp, dba, Market House Coffee, referred to in this agreement as
“LICENSEE.”

28 Monument Square
LICENSEE address

207-632-3247
LICENSEE telephone

William Milliken
LICENSEE contact/owner/manager

01-0547649
LICENSEE SSN/EIN

publicmarkethouse.com
Web site

mill_portland@yahoo.com
e-mail address

This shared-use kitchen license agreement replaces and supersedes any shared-use kitchen license agreement between the parties, and any prior shared-use kitchen license agreement terminates upon signing of this shared-use kitchen license agreement.

1. Premises. Market Vendors, LLC agrees to provide LICENSEE access and use of the Shared-use Kitchen located in the lower level of 28 Monument Square, Portland, Maine.

2. Term. The term of this agreement is monthly.

3. Fee and log. The fee for use of the kitchen under this agreement is \$10/hour for prep with no gas usage. The fee for kitchen with gas usage is \$17.00/hr. The fee also includes water, sewer, dumpster, bathroom, HVAC and electricity unless special electrical appliances are used or there is extraordinary use of the dumpster. The fee does not include storage of LICENSEE’s property on the premises. This fee does not include use of the open space abutting the kitchen or any common space in the Market House except for passage. Clean-up time is not charged, but must be documented.

LICENSEE must log hours into the kitchen log. The extra fee is due at the end of the month in which the extra hours were incurred.

4. Utilities and dumpster. There is a separate charge for extraordinary electrical, natural gas or dumpster usage. The fee is \$5/hour for extraordinary electrical or natural gas usage and \$25/day for extraordinary dumpster usage.

5. Scheduling.

LICENSEE must schedule other hours during the month that do not conflict with other uses of the kitchen subject to the fee under paragraph 3B.

6. Security deposit. In addition to the fees due under paragraphs 3 and 4, a security deposit of \$25 must be paid prior to LICENSEE's use of the premises. Market Vendors may apply this deposit in whole or in part to unpaid fees, cleaning expenses, damages or any other liability incurred by LICENSEE. The deposit will be returned at the end of the term of this agreement after LICENSEE has cleared the premises. If the fee under this paragraph is applied by Market Vendors for cleaning, damages or other liabilities of LICENSEE, the deposit must be replenished by LICENSEE before the next use of LICENSEE.

7. Usage and log: LICENSEE shall use the premises for:

Food preparation and packaging for retail sale and catering.

LICENSEE may not use the premises for any use other than listed in this paragraph without the written consent of Market Vendors and may be subject to fees under paragraph 4 for undisclosed utility or dumpster usage. LICENSEE may use alleyway (Lancaster Lane) for pick-ups and deliveries but may not park vehicles there. LICENSEE shall maintain a log supplied by Market Vendors detailing the start and finish time, gas and extraordinary utility usage and total usage for each usage period.

This use is exclusive use only. LICENSEE may not use the kitchen during any time that the kitchen is being used by another party.

8. Reservations. LICENSEE may reserve dates/times for use of the kitchen. To reserve future use of the kitchen, LICENSEE must pay 50% of the fee under paragraph 3 at the time of the reservation. This fee will be applied against the balance owed for the use and is nonrefundable.

9. Closed hours. If LICENSEE uses the premises during times that the Market House is closed, LICENSEE may not go upstairs and must use the back door for entering and exiting the premises. No other party other than authorized agents and employees of LICENSEE are permitted on the premises during these times, and LICENSEE must turn off all lights and utilities and secure the back door upon leaving the premises. LICENSEE is responsible for any loss, theft, utility use or other damages for a violation of the terms of this paragraph. If LICENSEE tampers with the thermostat or leaves lights or other utilities on, LICENSEE is responsible for the costs of these utilities with a minimum \$25 charge for liquidated damages.

10. LICENSEE property. Market Vendors is not responsible for loss of LICENSEE due to theft, damage, negligence or Act of God. LICENSEE property must be removed from the premises except for storage space under this agreement at the end of every use

period or be subject to a storage charge of \$25/day. Market Vendors is not responsible for loss or damage of LICENSEE property left on the premises after end of the period of usage. LICENSEE may negotiate for storage space in the Public Market House for an agreed-upon fee.

11. Use of equipment. LICENSEE may use kitchen equipment that is available solely for the purpose for which the equipment was designed. LICENSEE is liable for the cost of repair of any equipment damaged due to negligence or abuse by LICENSEE. LICENSEE may not remove any equipment from the premises not owned by LICENSEE.

12. Quiet enjoyment. LICENSEE has the right to quiet enjoyment and use of the premises during the term of this agreement under the provisions of this agreement. LICENSEE shall respect the quiet enjoyment of other tenants, users and customers of the Public Market House. Music must be kept at a volume so as not to disturb others in the Public Market House. LICENSEE is responsible for controlling noxious or unpleasant aromas, smells or smoke and shall keep noise, vibrations and unnecessary heat to a minimum.

13. Liability of LICENSEE. Market Vendors is not liable for any injury or damage sustained by LICENSEE, LICENSEE's agents, employees, customers, guests or third parties arising from LICENSEE's use of or operation on the premises or from LICENSEE's sale or distribution of any product made or manufactured on the premises. LICENSEE agrees to indemnify, defend and hold harmless Market Vendors, its owners, employees or agents from any claim, cost or liability arising from LICENSEE's use of or operation on the premises or from LICENSEE's sale or distribution of any product made or manufactured on the premises.

14. Liability and Workers Compensation insurance. LICENSEE shall maintain liability insurance in an amount of not less than \$1 million per incident and provide proof of insurance prior to use of the kitchen under this agreement. LICENSEE shall maintain Workers Compensation coverage for any employee required to be covered under Maine law who is employed by LICENSEE on the premises and comparable insurance for any volunteer, agent or invitee of LICENSEE present in the premises.

15. Unlawful use. LICENSEE may not use or permit the premises to be used in violation of any municipal, county, state or federal ordinance, rule, regulation or law or in violation of any rule or restriction of Market Vendors. LICENSEE must be fully licensed to perform LICENSEE's activities at all times while using the premises or kitchen under this agreement.

16. Cleaning. LICENSEE is responsible to leave the premises clean after use according to the cleaning checklist provided by Market Vendors. LICENSEE may inspect the premises before and after usage and bring any unclean conditions LICENSEE is not responsible for to Market Vendor's attention. LICENSEE will be responsible for the full cost of clean-up if the premises are not clean upon the end of the usage period, with a

minimum \$25 liquidated damages charge if LICENSEE does not satisfactorily clean the premises. Market Vendors may apply the deposit left under paragraph 6 to pay in full or in part for cleaning up after LICENSEE under this paragraph. Use of LICENSEE's deposit under this paragraph does not preclude Market Vendors to seek other damages or remedies up to the full cost of cleaning and other costs associated with cleaning, including inability of other users to use the premises.

17. Destruction. If the premises become unusable due to fire or other casualty, this agreement is terminated and Market Vendors is not liable for any damage or loss incurred by LICENSEE. Market Vendors shall return any deposit of LICENSEE held by Market Vendors in the case of a casualty under this paragraph.

18. Excusable nonperformance. Market Vendors is not liable for any failure in performance of this agreement if the failure is beyond Market Vendors' control or discretion and does not arise out of negligence or fault of Market Vendors.

19. Surrender of premises. LICENSEE shall promptly yield, quit and deliver to Market Vendors access and use of the premises at the termination of this agreement or upon default under paragraph 20.

20. Default. LICENSEE must remedy any situation Market Vendors determines unsafe, unhygienic or in violation of any term of this agreement or rule or regulation of Market Vendors as soon as practicable after notice by Market Vendors. If LICENSEE fails to comply with the provisions of this paragraph, Market Vendors may immediately terminate this agreement as determined appropriate and withhold any fee or deposit held pursuant to the provisions of this agreement as liquidated damages. Nothing in this paragraph precludes Market Vendors from pursuing additional damages if they exceed liquidated damages withheld under this paragraph.

21. Inspection. LICENSEE acknowledges that LICENSEE has inspected the premises and accepts them as is for the purpose of LICENSEE's intended use under this agreement.

22. Assignment. LICENSEE may not assign or transfer this agreement or the rights or interest under this agreement without written consent of Market Vendors, LLC.

24. Enforcement. This agreement is governed by the laws of the State of Maine and venue for a legal dispute is Cumberland County. Market Vendors makes no representations, warranties or guarantees including without limitation warranties for the merchantability or fitness of LICENSEE's intended use of the premises other than the express representations, warranties or guarantees contained in this agreement. LICENSEE shall pay Market Vendors reasonable costs for the enforcement of this agreement, including court costs and attorney's fees. Market Vendors may withhold or apply any deposit or fee held by Market Vendors to repair, clean or remedy any situation or liability caused by LICENSEE's violation of this agreement.

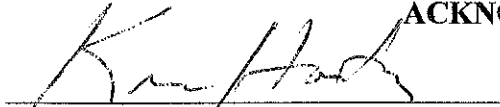
26. Limitation of interest. This agreement creates only a license for access and use of the premises and does not create a possessory interest, leasehold or estate or fee in land for the LICENSEE.

27. Notices and communications. All notices and communication from LICENSEE must be delivered or mailed to:

Market Vendors, LLC
c/o Kris Horton
28 Monument Square
Portland, ME 04101

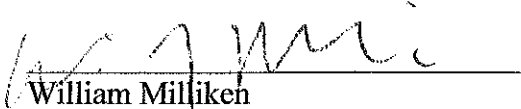
All notices and communications from Market Vendors, LLC to LICENSEE may be delivered by hand, electronically, facsimile or by U.S. Post direct to the LICENSEE.

ACKNOWLEDGEMENT



Kris Horton, President
Market Vendors, LLC

Date: 4/26/10



William Milliken
for Falmouth Neck Corp
dba Market House Coffee (LICENSEE)

Date: 4/26/10