

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
**CITY OF PORTLAND**

Please Read  
 Application And  
 Notes, If Any,  
 Attached

BU **INSPECTION**

**PERMIT**

Permit Number: 091227

**PERMIT ISSUED**

This is to certify that 28 MONUMENT SQUARE L /RSBH / on/ Rober F  
 has permission to Change of use from Vacant Space 2nd Floor to "Pear Butter J Time" retail w/ NOV 6 2009  
 AT 27 MONUMENT SQ CP 027 F002004

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other is used-in. 2 HO NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. R. Sautreau

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**



CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 27 Monument Sq CBL 027 F002003

Issued to 28 Monument Square Llc/RSBH Construction/ Rober Hughes Date of Issue 02/05/2010

**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. 09-1227, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Public Market 2nd Floor - Peanut Butter & Jelly

APPROVED OCCUPANCY

Mercantile - Retail/Public seating  
Use Group M/A-2  
Type 3B  
IBC 2003

Limiting Conditions:

This certificate supersedes  
certificate issued 12/14/09

Approved:

2/5/10  
(Date)

*James Benke*  
Inspector

*Penny Williams*  
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 27 Monument Sq CBL 027 F002003

Issued to 28 Monument Square Llc/RSBH Construction/ Rober Hugh Date of Issue 02/05/2010

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Mercantile - Retail/Public seating  
Use Group M/A-2  
Type 3B  
IBC 2003

Limiting Conditions:

This certificate supersedes  
certificate issued 12/14/09

Approved:

2/5/10  
(Date)

*Jamie Benke*  
Inspector

*Penny Williams*  
Inspector of Buildings

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CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

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Issued to 28 Monument Square Llc/RSBH Construction/ Rober Hugh Date of Issue 02/05/2010

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Public Market 2nd Floor - Peanut Butter & Jelly

APPROVED OCCUPANCY

Mercantile - Retail/Public seating  
Use Group M/A-2  
Type 3B  
IBC 2003

Limiting Conditions:

This certificate supersedes  
certificate issued 12/14/09

Approved:

2/5/10  
1 (Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



CITY OF PORTLAND, MAINE  
Department of Building Inspection

# Certificate of Occupancy

LOCATION 27 Monument Sq CBL 027 F002003

Issued to 28 Monument Square Llc/RSBH Construction/ Rober Hughes Date of Issue 12/14/2009

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. 09-1227, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

2nd Floor - Peanut Butter & Jelly

APPROVED OCCUPANCY

Mercantile - Retail  
Use Group M  
Type 3B  
IBC 2003

**Limiting Conditions:**

Temporary until 1/15/10 for completion of list of corrections revised 12/14/09 including elevator operation.  
See attached list

This certificate supersedes  
certificate issued 10/7/09

Approved:

12-15-09 *Wade Hennessey*

(Date)

Inspector

*Wade Hennessey*  
2009

*Penelope Pittet*

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

**City of Portland, Maine - Building or Use Permit Application**

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

Permit No: 09-1227	Issue Date:	CBL: 027 F002004
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Location of Construction: 27 MONUMENT SQ	Owner Name: 28 MONUMENT SQUARE LLC	Owner Address: 22 MONUMENT SQ	Phone:
Business Name: Peanut Butter Jelly Time	Contractor Name: RSBH Construction/ Rober Hughes	Contractor Address: 9 Prebblebrook Way Lakeville	Phone: 5084941563
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B-3

Past Use: Commercial - Mixed Use - Vacant Space 2nd Floor	Proposed Use: Commercial - Mixed Use - "Peanut Butter Jelly Time" Change of use from Vacant Space 2nd Floor to "Peanut Butter Jelly Time" retail w/ tenant fit-up	Permit Fee: \$115.00	Cost of Work: \$1,500.00	CEO District: 1
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied * See Conditions	INSPECTION: Use Group: M Type: 3B IBC 2003	

Proposed Project Description: Change of use from Vacant Space 2nd Floor to "Peanut Butter Jelly Time" retail w/ tenant fit-up	Signature: <i>KG</i>	Signature: <i>[Signature]</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied		
Signature:		Date:

Permit Taken By: Ldobson	Date Applied For: 10/30/2009	<b>Zoning Approval</b>
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>11/2/09</i>	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <input type="checkbox"/> Not in District 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 <i>any exterior work requires a separate review &amp; approval</i>
	<p style="text-align: center;"><b>PERMIT ISSUED</b></p> <p style="text-align: center;">NOV - 6 2009</p> <p style="text-align: center;">City of Portland</p>		

**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 application 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

12-4-09 OK - rough in etc / plan (AT) M/EM

12-10-09 OK - Final (see PFD - CO) M/EM

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 09-1227	<b>Date Applied For:</b> 10/30/2009	<b>CBL:</b> 027 F002004
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<b>Location of Construction:</b> 27 MONUMENT SQ	<b>Owner Name:</b> 28 MONUMENT SQUARE LLC	<b>Owner Address:</b> 22 MONUMENT SQ	<b>Phone:</b>
<b>Business Name:</b> Peanut Butter Jelly Time	<b>Contractor Name:</b> RSBH Construction/ Rober Hughes	<b>Contractor Address:</b> 9 Prebblebrook Way Lakeville	<b>Phone:</b> (508) 494-1563
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

<b>Proposed Use:</b> Commercial - Mixed Use - "Peanut Butter Jelly Time" Change of use from Vacant Space 2nd Floor to "Peanut Butter Jelly Time" retail w/ tenant fit-up	<b>Proposed Project Description:</b> Change of use from Vacant Space 2nd Floor to "Peanut Butter Jelly Time" retail w/ tenant fit-up
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 11/02/2009

**Note:** **Ok to Issue:**

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) Separate permits shall be required for any new signage.
- 3) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tammy Munson      **Approval Date:** 11/05/2009

**Note:** **Ok to Issue:**

- 1) 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
- 2) Approval of City license is subject to health inspections per the Food Code.
- 3) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Capt Keith Gautreau      **Approval Date:** 11/02/2009

**Note:** **Ok to Issue:**

- 1) The sprinkler system shall be installed in accordance with NFPA 13.
- 2) All construction shall comply with NFPA 101
- 3) Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit.
- 4) Fire Alarm system shall be maintained.  
If system is to be off line over 4 hours a fire watch shall be in place.  
Dispatch notification required 874-8576.
- 5) The fire alarm system shall comply with NFPA 72 and Fire Department Technical Standard. A compliance letter is required.
- 6) A single source supplier should be used for all through penetrations.
- 7) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 8) Fire alarm system requires a Masterbox connection per city ordinance.  
Masterbox design and installation shall be as approved by City Electrical Division.
- 9) Emergency lights are required to be tested at the electrical panel on the same circuit as the lighting for the area they serve.
- 10) Sprinkler protection shall be maintained.  
Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.

**PERMIT ISSUED**

NOV - 6 2009

City of Portland



## BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**


**A Pre-construction Meeting will take place upon receipt of your building permit.**

- Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.
- NOTE: There is a \$75.00 fee per inspection at this point.**

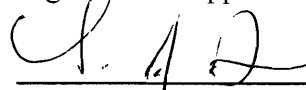
Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

**If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**

  
\_\_\_\_\_  
Signature of Applicant/Designee

11.6.09  
Date

  
\_\_\_\_\_  
Signature of Inspections Official

11.6.09  
Date

PERMIT ISSUED

NOV - 6 2009

City of Portland

<b>Location of Construction:</b> 27 MONUMENT SQ	<b>Owner Name:</b> 28 MONUMENT SQUARE LLC	<b>Owner Address:</b> 22 MONUMENT SQ	<b>Phone:</b>
<b>Business Name:</b> Peanut Butter Jelly Time	<b>Contractor Name:</b> RSBH Construction/ Rober Hughes	<b>Contractor Address:</b> 9 Prebblebrook Way Lakeville	<b>Phone</b> (508) 494-1563
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Use - Commercial	

11 Fire extinguishers required. Installation per NFPA 10



# 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>28 Monument Square Portland ME 04101</u>		
Total Square Footage of Proposed Structure/Area <u>100 sq feet</u>	Square Footage of Lot <u>6400</u>	Number of Stories <u>3</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>027 F 002</u>	Applicant *must be owner, Lessee or Buyer* Name <u>STEVEN K MINER</u> Address <u>183 Dale St</u> City, State & Zip <u>Waltham MA 02451</u> Telephone: <u>(617) 784 5736</u>	
Lessee/DBA (If Applicable) <u>RECEIVED</u> <u>Jelly Time</u> <u>OCT 30 2009</u>	Owner (if different from Applicant) Name <u>28 MONUMENT SQUARE LLC</u> Address <u>c/o Alan Moneg 28 Monument Sq</u> City, State & Zip <u>Portland ME 04101</u>	Cost Of Work: \$ <u>1500</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ _____
Dept. of Building Inspections City of Portland, Maine If vacant (or not in the family) <u>vacant</u> / <u>Public Section</u> If vacant (or not in the family) <u>existing retail space</u> Number of Residential Units <u>0</u> Proposed Specific use: <u>Prepared Food Vendor</u> Is property part of a subdivision? <u>No</u> If yes, please name _____ Project description: <u>10x10 Food Court Structure. Please note side walls will only be 5' high...</u> <u>Change of use Retail / Food Court</u>		
Contractor's name: <u>ROBERT HUGHES RSBH CONSTRUCTION</u>		
Address: <u>9 Pebble Brook Way</u>		
City, State & Zip <u>Lakeville MA 02347</u>		Telephone: <u>(508) 494 1563</u>
Who should we contact when the permit is ready: <u>STEVEN K MINER</u>		Telephone: <u>(617) 784 5736</u>
Mailing address: <u>183 Dale St Waltham MA 02451</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](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

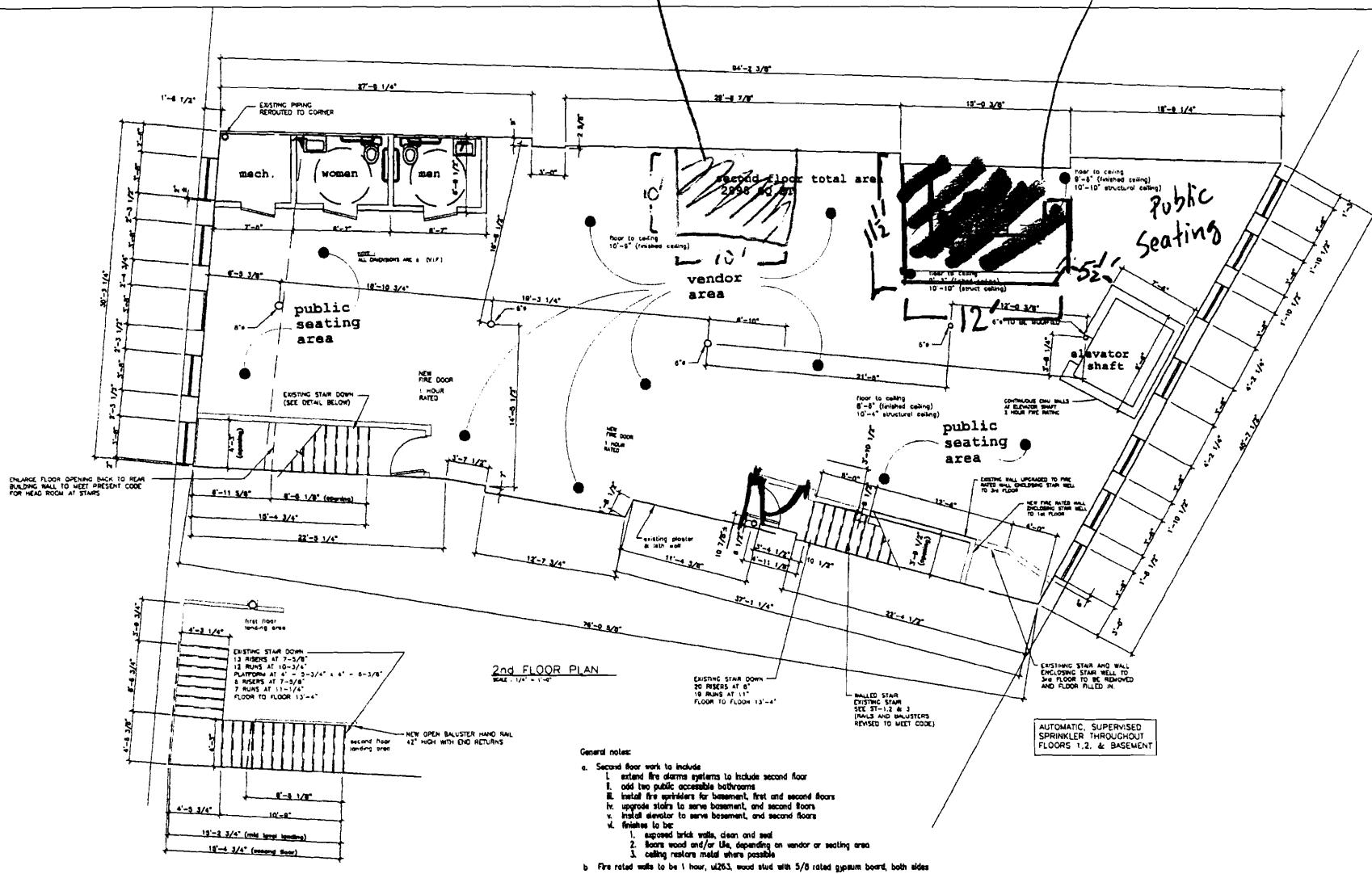
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: [Signature] Date: 10/27/09

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

Proposed  
PBT Time

Market  
House Coffee Bar



CURRENT ISSUE STATUS:  
ISSUED FOR REVIEW 03-25-09

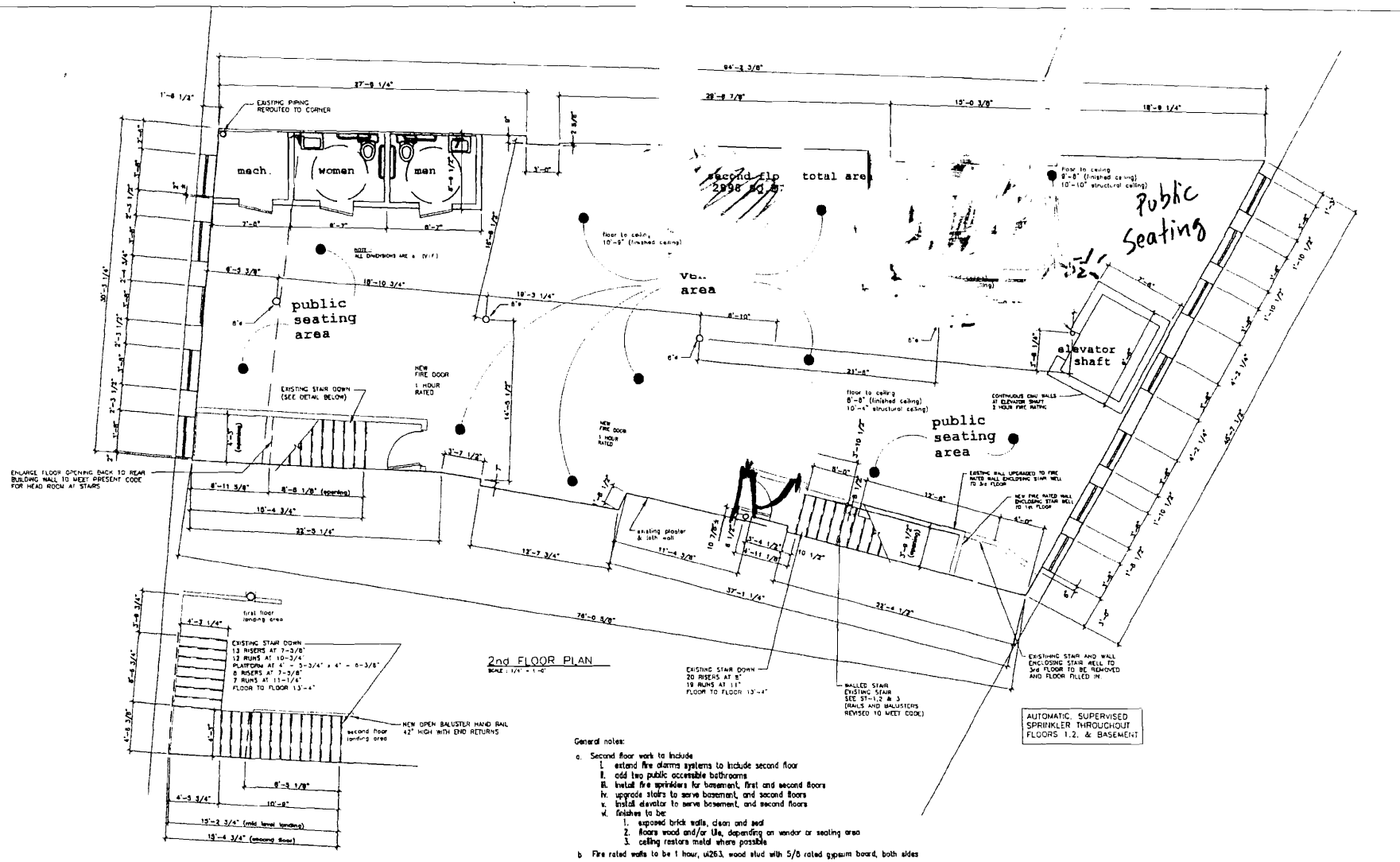
Emerson Clapp Building  
28 Monument Square  
Portland, Maine  
Phase I Renovation

**CRITERUM**  
22 MONUMENT SQUARE TEL: 207-775-1000  
SUITE 300 800-822-1988  
PORTLAND, ME 04101 FAX: 207-775-4415

SHEET TITLE:  
SECOND FLOOR  
PLAN

SCALE: AS NOTED  
PROJECT MANAGER: HMM  
ENGINEER OF RECORD: HMM  
PROJECT NO:  
DATE: 01-08-09  
SHEET NO:  
A-3

ORIGINAL



CURRENT ISSUE STATUS:

ISSUED FOR REVIEW 03-25-09

Emerson Clapp Building  
28 Monument Square  
Portland, Maine  
Phase I Renovation

**CRITERIUM** inc.

22 MONUMENT SQUARE TEL: 207-775-1060  
SUITE 300 800-823-1068  
PORTLAND, ME 04101 FAX: 207-775-4415

SHEET TITLE:

SECOND FLOOR  
PLAN

SCALE AS NOTED

PROJECT MANAGER HAM  
ENGINEER OF RECORD HAM  
PROJECT NO -

DWG: 01-00-06

SHEET No

A-3

## SUB-LEASE AGREEMENT

This sub-lease agreement, hereinafter "the lease" is made between **Market Vendors, LLC** of Portland, Maine, hereinafter "Lessor" and **Steven K. Miner, dba Peanut Butter Jelly Time**, hereinafter "Lessee," as a sub-lease, with 28 Monument Square, LLC, hereinafter "Owner," as owner of the premises and Lessor's Lessor.

**1. Description of leased premises.** Lessor leases to Lessee approximately 100 square feet on the upper level of 28 Monument Square (2<sup>nd</sup> floor). Said premises may be used only for a food service business detailed under section 8 that is duly authorized to operate and that meets all applicable licensing and zoning ordinances. The Premises may not be used for any other business without the written consent of the Lessor. Lessee may not conduct business operations in any common area space without consent from Lessor.

**2. Term and Renewals.** The term of this lease agreement is 3 years, commencing on, November 1, 2009 and ending on October 31, 2012. Lessee will have an option for a renewal of an additional 18 months at the expiration of the original term. At least 6 months notice of this option will be provided to the Lessor.

**3. Rent.** The rent is \$750 per month. The rent payment is due on the 1<sup>st</sup> of each month and is considered late and subject to a late fee if received after the 5<sup>th</sup> of each month as described in section 46. All rent and other payments must be made payable to **Market Vendors, LLC** and delivered to Lessor at 28 Monument Square, Portland, ME 04101 or at any other address as Lessor may designate by notice to Lessee. Rent must be paid without abatement, deduction or set off of any amount except as provided in this lease.

**4. Build-in charges.** If Lessee intends to hook into electric or plumbing, Lessee shall pay a one-time nonrefundable fee of \$1,000 for on-premise electric build-in costs by lessor and \$1,000 as share for build-in of common plumbing rough in. These charges do not include build-in of utilities specific to Lessee's premises, which are solely the responsibility of Lessee. If the Lessee hooks into the electric, Lessor may require Lessee to install an electric consumption meter that independently accounts for the consumption of electricity by Lessee. Lessee shall be entirely responsible for all costs and charges involved in bringing natural gas to service Lessee's business.

**5. Additional rent.** The rent set forth in section 3 does not include the following defined services, which may be provided by Lessor, Lessee or the owner but must be paid for by the Lessee.

A: A share of the triple net charges, which may include:

- i. Water, sewer, gas and repair and maintenance of utility systems;
- ii. A proportional share of real estate property taxes and assessments on the building and land comprising the premises;
- iii. Janitorial and other services, bathroom supplies, wages and salaries of janitorial services and payroll taxes of janitorial services, in order to maintain a first-class premises;



- iv. Fire and extended coverage insurance, public liability, property damage and worker's compensation insurance;
- v. Natural gas; and
- vi. Other maintenance and operating costs related to Lessee's and Lessor's activities on the premises.

B. A share of the common area maintenance charges, which may include:

- i. Common lighting and electric;
- ii. Common air conditioning;
- iii. Rugs;
- iv. Advertising;
- v. Common area maintenance;
- vi. Common janitorial and supplies;
- vi. Insurance; and
- vii. Dumpsters.

All charges assessed under this section constitute additional rent.

**6. Utilities.** In addition to the items noted in section 4, Lessee is responsible for all utilities specific to Lessee's use in Lessee's premises.

**7. Security deposit.** Upon execution of this lease, Lessee shall pay to Lessor \$750, which may be held by the Lessor without accounting to Lessee for any interest thereon, throughout the term of this lease as a security deposit for the full and faithful performance of all of Lessee's obligations under this lease. Lessor may apply any part of the security deposit to cure any default of the Lessee under this lease without prejudice to any other remedy that Lessor may have. If Lessee has fully and promptly complied with all of the terms and conditions of this lease, then at the termination of the term of this lease Lessor shall return the security deposit to the Lessee within a reasonable period or time or as required by law.

**8. Use of premises and hours of operation.** Lessee may use the premises only for the lawful purposes of operating a food service establishment selling the services and products listed in Schedule A. Whenever possible, all deliveries must be made through the rear of the building from Lancaster Lane. If a delivery must be made from Monument Square, the delivery shall comply with applicable city ordinances, for which the Lessee is solely responsible. Other than temporary use for deliveries, Lessee may not park in Lancaster Lane. Lessee's hours of operation must conform to the Market House hours of operation as determined by Lessor unless variation from the Market House hours of operation is specifically approved by Lessor.

**9. Representations.** Lessor makes no representations or warranties as to the condition or content of the premises or personal property located on the premises, and Lessee accepts the premises in their present condition. All representations or commitments by Lessor in this Agreement are contingent upon the performance or requirements of or lease with the Owner that may be necessary for Lessee to operate, including, without limitation, approval from Owner for Lessee's build out plans, and the general adherence by Owner of Owner's obligations to Lessor under the lease between Owner and Lessor which may affect use of the premises leased herein by Lessee

**10. Lessee point of contact.** Lessee shall designate a spokesperson to be responsible for all action of the Lessee and for communication with the Lessor. The designation must indicate the spokesperson's address and an emergency telephone number and be in writing, with any changes in writing, and signed by those signing this lease on behalf of Lessee. Lessee's spokesperson may attend the last vendors' meeting of the month in order to present issues or for other reasons relating to Lessee's business that Lessee needs to bring to the group's attention.

**11. Personal property taxes.** Lessee shall pay all personal property taxes levied or assessed in respect of the personal and trade fixtures on the premises belonging to or used by the Lessee.

**12. Refuse.** Lessee may store only non-hazardous trash and refuse in an appropriate area designated by Lessor in a manner that ensures compliance with all fire, safety and health ordinances of the City of Portland or the State of Maine or any other governmental authority with jurisdiction over such matters concerning the premises, and which prevents the trash and refuse from becoming a nuisance to the other occupants of the building or their patrons or employees. Lessee shall provide its own means of disposal for any known or suspected hazardous material brought onto the premises for any purpose and any grease or food waste that is not suitable to be disposed of through the drainage system or dumpster. Improper or inconsiderate disposal of materials under this section is a violation of the terms and conditions of this lease and may subject Lessee to fees and, in repeat circumstances, default of this agreement..

**13. Cleanliness.** Lessee shall maintain Lessee's premises in a clean and hygienic manner and shall promptly clean any mess created by Lessee or extraordinary mess created by Lessee's customers in the common area.

**14. Signs.** Any permanent sign, picture, advertisement or notice may not be displayed, inscribed, painted or affixed to any part of the premises or Market House except as approved by Lessor, such approval may not be unreasonably withheld. All temporary signage must be reviewed and approved by the Lessor and is subject to rejection if considered inappropriate by Lessor or Owner. To the extent permissible by the City of Portland and subject to the approval of Owner, Lessee may have a sign in the upper portion of a window on the second floor, name on a directory at the front of the building, and a portion of a sandwich sign located on the square in front of the Market House. All signs are subject to design standards of the Market House and must be pre-approved by the Market House.

**15. Alterations and improvements.** Lessee may not make any interior or exterior improvements, modifications or alterations to the premises without the prior written approval of Lessor. Lessee shall:

- A. Procure all necessary permits before making an alteration or improvement;
- B. Promptly pay the entire cost of an alteration or improvement so that the premises is free of liens for labor or materials; and
- C. Hold harmless and indemnify Lessor and Owner from any injury, loss, claims or damage to any person or property arising out of the alteration or improvement.



Notwithstanding anything contained in this lease to the contrary, an alteration, improvement or modification made to the premises that is not removable as a trade fixture as described in section 16 and becomes part of the realty belonging to Owner or Lessor and may not be removed. Lessor may require Lessee, at Lessee's expense, to remove any fixture, floor or wall covering, or other item installed by Lessee on the premises.

**16. Trade fixtures.** Except for in the event of a default under section 35, all trade fixtures including shelving, light fixtures and other equipment installed by and at the expense of Lessee remains the property of Lessee and Lessee may remove the trade fixture at any time during the term of this lease. In the event of removal, Lessee shall repair any damage to the premises caused by the removal.

**17. Repairs and maintenance.** Lessee shall at all time take good care of the premises and shall at Lessee's expense, clean and repair all damage to the premises or building caused by:

- A. Moving the property of the Lessee in, into or out of the building or the premises;
- B. Lessee or an agent, servant, customer, employee, patron or invitee of the Lessee;
- C. The overflow or escape of water, steam, grease, food stuff, garbage, refuse, electricity or other substances caused by Lessee.

This section applies to any plate glass on the premises or building except for damage caused by structural defects in the building or by the public.

**18. Liability for injury or damage.** Lessee agrees to indemnify and hold harmless Lessor and Owner from and against all claims or demands of whatever nature arising from or caused by any act, omission or negligence of Lessee or Lessee's contractors, licensees, invitees, guests, agents, servants or employees, excluding claims for which Lessor or Owner is responsible under section 21. This indemnity and hold harmless provision includes indemnity against all costs, attorney's fees, expenses and liabilities incurred in or in connection with any claim or proceeding brought and defended. Lessee agrees to use and occupy the premises at Lessee's own risk and Lessor or Owner has no responsibility for any loss of or damage to fixtures, furniture or other tangible personal property of Lessee.

**19. Lessee's property.** The property on the premises is kept at Lessee's own risk. Lessor or Owner is not liable for any loss or damage to furniture, equipment or other tangible personal property situated on the premises, including the personal property of Lessee's employees. Lessee may not enter, use, damage, move or disturb the property of any other lessee, Lessor, owner or anyone else that is not located on Lessee's premises. Lessee may not enter the space of any other Lessee, market vendor or Market House property except for use of the common area under section 29 without permission from the lessee or owner of that property.

**20. Admittance by pass-key.** Lessor is not liable for the consequences of admitting by pass-key Lessee or any of Lessee's agents or employees or refusing to admit on the premises any person claiming the right of admittance, including Lessee or any of Lessee's agents or employees.

*JBR*

**21. Liability.** Unless caused by the negligence or willful act or failure to act of Lessor or its agents or employees, Lessee waives all claims against Lessor for damages to the property of Lessee resulting from the building or its equipment being out of repair or from the act of neglect of any other lessee or occupant or any invitee or member of the general public or any accident or theft in or about the building.

**22. Insurance by Lessee.** Lessee shall maintain, at Lessee's expense, insurance protection for Lessee's personal property and leasehold improvements. Lessee shall at all times maintain insurance against claims for personal injury and property damage, under a policy of single limit liability insurance coverage naming Lessor and Owner as additional named insureds as their interests may appear, with such limits as reasonably requested by Lessor from time to time, but not less than one million dollars (\$1,000,000) or as otherwise agreed to by the Lessee and Lessor, in the event that securing the noted coverage is financially unreasonable. Lessee shall provide at Lessor or Owner's request, proof of insurance complying with the provisions of this section, including proof of compliance at the signing of this lease.

**23. Access and inspection of premises.** Lessor, Owner and Lessor's and Owner's agents may have access to the premises during reasonable hours for the purpose of ensuring compliance with this lease, of making repairs, or showing the premises to prospective purchasers, mortgagees or Lessees, provided the access does not unnecessarily interfere with the use of the premises by Lessee. Except in emergency situations, Lessor shall attempt to give Lessee reasonable notice in advance of access under this section.

**24. Compliance.** Lessee shall comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities, and any direction of any public officer or official, pursuant to law, that imposes any duty, obligation or limitation upon Lessee with respect to the premises. Lessee shall, at Lessee's expense, obtain and maintain all permits and licenses necessary for the operation of Lessee's business conducted on the premises and, at the request of the Lessor or Owner, provide proof of compliance.

**25. Regulations.** For the proper maintenance of the building, the rendering of good service and the providing of safety, order and cleanliness, Lessor may make and enforce regulations appropriate for such purposes and for the purpose of operating a public market. Failure to comply with a regulation under this section constitutes a breach of this lease, and may subject Lessee to fines, termination or other penalty. The present rules and regulations, which may be changed from time to time by Lessor upon notice to Lessee, are attached to this lease pursuant to section 49.

**26. Liens.** Lessee shall keep the premises, the building and the property on which the building is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Should any lien be asserted against the Premises for any work performed for the benefit of Lessee, Lessee shall forthwith obtain such sureties as are sufficient and remove any such lien by agreement with the lienor or pursuant to 10 M.R.S.A. sec. 3263. Failure to remove or bond off any such lien within 30 days from demand by Lessor shall be a default under this lease.



**27. Insurance and waiver or subrogation.** Lessee may not do or keep or allow anything to be done or kept on or about the premises that is considered hazardous by an insurance company or increases or adversely affects Lessor's or Owner's insurance cost. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in Maine, Lessor and Lessee mutually agree that with respect to any loss that is covered by insurance carried by them respectively, the one carrying insurance and suffering the loss releases the other of and from any claim with respect to such loss. Lessor and Lessee mutually agree that their respective insurance companies have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either Lessor or Lessee as the result of this provision, then each party shall reimburse the other for the amount of such additional premium. In the event that the waiver of subrogation is not available by payment of any extra premium and the waiver of subrogation is objected to by any insurer involved in a claim, then this waiver of subrogation is void. If, at the written request of one party this release and non-subrogation provision is waived, then the obligation of reimbursement ceases for the period of time that the waiver is effective, but nothing contained in this section modifies or otherwise affects releases of either party from liability contained elsewhere in this lease.

**28. Quiet enjoyment.** So long as Lessee pays the rent and other fees under and performs the covenants required or this lease, Lessee may peacefully hold and enjoy the premises during the term of this lease without any interference, hindrance or disturbance by Lessor or any person claiming by, though or under Lessor.

**29. Common areas.** Lessee and Lessee's agents, employees and invitees are entitled to the reasonable use of the common areas of the building of which the premises form a part subject to the regulations under section 25. Such use under this section does not include using any portion of the common areas for Lessee's business without the consent of Lessor.

**30. Electrical and mechanical devices.** Electrical wiring, a mechanical device, or a telephonic or other electrical apparatus, other than that normal to general use in a food service establishment, may not be installed, maintained or operated on the premises, except with the written approval and in a manner satisfactory to Lessor. Lessee may not overload an electrical circuit from which Lessee obtains electricity.

**31. Air conditioning, light, heat, water and janitorial service.** Common air conditioning, light, heat and water may be furnished in accordance with the regular schedule of the building subject to the charges under section 5, but failure to furnish air conditioning, light, heat or water when such failure is caused by an accident, strike or any other cause beyond the reasonable control of Lessor, including, as to Lessor, any dereliction in Owner's duties to provide any such services under the lease between Lessor and Owner, or such failure is caused by causes beyond the reasonable control of Owner, does not result in an abatement of rent or other charges or release Lessee from the prompt fulfillment of any of the covenants of Lessee under this lease or render Lessor liable for damages unless Lessee's ability to conduct its business is interrupted for a period of more than 72 hours, in which event Lessee shall be entitled to a proportional abatement of rent for the time period of deprivation of such services extending beyond 72 hours.

**32. Furniture and bulky articles.** No safe or other article of heavy weight may be moved onto the premise without the consent of Lessor. Safes, equipment and other bulky articles must be moved in or out of the premises only at an hour and in a manner that least inconveniences any other Lessee and as Lessor determines.

**33. Window coverings.** A window covering, blind, drapery or other treatment used on an exterior window in the premises must be approved by Lessor prior to installation.

**34. Lessor alteration and repairs.** In the event that Lessor, during the term of this lease, is required by any public authority, order or decree of any court or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the premises or of the building of which the premises are a part, except for a repair, alteration, removal, reconstruction or improvement that is unique to or necessitated by Lessee's business, then such repair, alteration, removal, reconstruction or improvement may be made by and at the expense of Lessor without any interference or claim for damages by Lessee.

**35. Default, abandonment and Lessor's remedies.** If one or more of the events listed in this section occur or is identified in any other section of this lease as a default under this lease, Lessor or Owner may enter the leased premises and expel Lessee and those claiming under Lessee, remove Lessee's effects and notify Lessee that Lessee's lease has terminated, and Lessee's lease terminates upon either an entry or notice, whichever occurs first, and Lessee must then quit and surrender the leased premises to Lessor. In case of termination under this section, Lessor and Owner have waived no rights or other remedies under this lease or at law or equity, and Lessee is entitled to recover arrearages of rent and damages under breach of contract, including but not limited to the amount of the total rent and fees reserved under this lease for the full term of the lease, less any credits, Lessor's and Owner's reasonable court costs and attorney's fees and any other expense of Lessor or owner incurred in connection with the retaking of possession of the premises and the removal and storage of Lessee's effects and the recovery of damages or the exercise of other rights or remedies and any expenses of Lessor or owner incurred in marketing and re-leasing the premises for the balance of the original term. This section does not diminish Lessor's or owner's common law duty to mitigate any damages. The events allowing termination of the lease under this section include but are not necessarily restricted to:

- A. Lessee abandons the leased premises or its estate is taken by process of law;
- B. Lessee is in default for five (5) days in the payment of any installment of rent, additional rent, or fees when due;
- C. Lessee is in default of the faithful observance of performance of any other covenant to be performed or observed by Lessee under this lease for ten (10) more days after Lessor gives to Lessee notice in writing of the default and a demand to cure the default, unless the cure period is extended in writing by the Lessor while Lessee diligently and in good faith attempts to cure the default;
- D. Lessee is late with monthly rent payment more than two times in a twelve month period, in which case Lessor may elect to terminate this lease without any right to cure;



- E. Lessee violates one or more provisions of this lease within a three month period from the time of a prior, noticed violation, and Lessee was served with notice of that prior violation;
- F. Lessee has created a condition or violation of the law or that puts the general health, safety and welfare of the Market House, its members, agents, vendors, customers, or the general public at risk and does not immediately cure that condition or violation upon notice by Lessor or harm to any party or damage to any property results from the condition or violation; or
- G. There is filed by or against (in which case Lessee has a period of thirty days to secure a dismissal) Lessee a petition under any chapter of the Bankruptcy Code of the United States or any other insolvency proceeding relating to the debts of Lessee be brought by or against Lessee, or Lessee makes an assignment for the benefit of creditors, or is insolvent or unable to pay a debt as it matures, or a receiver is appointed for Lessee or any substantial part of Lessee's property.

In addition to the remedies set forth in this lease or available to Lessor at law or in equity, in the event Lessee, its successors, assigns, employees, agents, concessionaires or business invitees fail to perform any obligation under this lease, Lessor may take any reasonable procedure to correct the default and promptly notify Lessee of its actions and charge Lessee for Lessor's reasonable costs incurred in taking the action. In the event of a default under this lease, Lessee forfeits all equipment, property and trade fixtures located on the premises used by Lessee in the operation of Lessee's business on the premises as detailed in Schedule A.

In the event that this Lease is terminated by the Lessor under the provisions of subparagraphs B, D, or E of this paragraph, Lessor shall be entitled to liquidated damages under this lease of \$3,500.00, which shall be Lessor's sole remedy at law or equity. Subject to the foregoing provisions regarding subparagraphs B, D and E, if this Lease Agreement is terminated by the Lessor due to the breach of the provisions of this Lease by the Lessee within the first thirty months after the commencement date, the parties agree that the Lessee shall be liable to the Lessor for the amount of \$5,000.00 as liquidated damages, which shall be Lessor's sole and exclusive remedy at law or equity. The provisions of this paragraph do not preclude Lessor from collecting costs and attorneys fees under section 44.

The parties agree that money damages alone would be inadequate to compensate the Lessor and would be difficult to establish. Accordingly, in addition to Lessor's rights to obtain any preliminary or permanent relief which may be available in equity including without limitation injunctive relief to prevent the continuation of any ongoing breach, or rights to repossess any premises, Lessor and Lessee hereby agree that the circumstances and amounts in the preceding paragraph shall constitute the monetary damages owing to Lessor for Lessee's breach of the Lease leading to early termination of the Lease, agreed to as liquidated damages and not as a penalty. Lessor and Lessee agree that the Liquidated Damages set forth herein are a reasonable forecast of Lessor's potential damages for Lessee's breach, despite the inherent uncertainty in establishing such damages, and that agreement to the Liquidated Damages set forth herein is a material inducement to Lessee to enter into the transaction with Lessor.



**36. Fire or other casualty.** If the premises are damaged by fire or other casualty, but are not rendered uninhabitable in whole or in part, Lessor shall at its own expense repair the damage within sixty (60) days after the occurrence of the damage and the rent will not be abated. If by reason of such an occurrence the premises are rendered uninhabitable only in part, Lessor shall, at its own expense, repair the damage and the rent and fees must be reduced by a just proportion from the state of the damage until the repairs are completed. If the repairs are not completed within ninety (90) days after the occurrence of the damage, Lessee has the option to terminate this lease upon thirty (30) days' written notice to Lessor. If the premises are rendered wholly uninhabitable by reason of such an occurrence, either Lessor or Lessee may terminate this lease by giving the other within thirty (30) days of the occurrence written notice of the election to terminate. If neither party elects to terminate this lease, Lessor shall, at its own expense, repair the damage and abate the rent and fees from the date of damage during the period in which the repairs are made. Lessor's obligation to repair under this lease is subject to the restrictions and regulations imposed by any duly constituted public authority.

**37. Condemnation.** If any portion of the premises is condemned for any public use by any legally constituted authority, then the lease obligations for that portion of the premises terminates and the rent for that portion of the premises must be abated at the time of possession by the public authority. Lessor reserves to itself, and Lessee assigns to Lessor, all of Lessor's rights to damages and awards accruing on account of any taking by eminent domain or by reason of any act of any public authority for which damages or awards are payable. Lessee agrees to execute any instrument or assignment reasonably required by Lessor in any petition for the recovery of such damages or awards, and to turn over to Lessor any damages or awards that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages or awards payable for goodwill, loss of business, Lessee's interest in this lease, trade fixtures or leasehold improvement installed by Lessee at Lessee's own expense or moving expenses awarded separately to Lessee.

**38. Termination.** Upon the expiration or termination of this lease, Lessee agrees to deliver up the premises in good, "vacuum-clean" rentable condition, except for reasonable wear and tear and the terms of section 36. In the event that the Lessee fails to do so, Lessor may have the premises brought to such condition and the Lessee agrees to pay all costs incurred by the Lessor, plus 10% of all costs, within ten (10) days of invoicing to the Lessee by the Lessor. In the event that the Lessee fails to properly vacate the premises at the expiration of the lease or holdover after termination, then Lessee remains bound by all the terms, covenants and agreements under this lease until Lessee does vacate the premises. This provision shall not be construed to give Lessor's consent to any holdover by Lessee, and does not give Lessee any additional leasehold rights nor prevent Lessor from expelling Lessee as a terminated tenancy, nor does this provision create any revival of Lessee's rights under this lease.

**39. Holding over.** If Lessee holds over after the expiration of the term of this lease and has not agreed in writing with Lessor upon the terms and provisions of a new lease, Lessee remains bound by all the terms, covenants and agreements under this lease, and, if Lessor has not expelled Lessee through process of law within 30 days of the start of the holdover period, then the term of any holdover tenancy shall be at sufferance only, but rent shall be paid on a month-

A handwritten signature in black ink, appearing to be 'JBR', is located in the bottom right corner of the page.

to-month basis. Holding over without the consent of Lessor does not create a new lease or leasehold interest for Lessee.

**40. Assignment – sublease.** Lessee may not assign, sublet or allow the use of the premises or any part thereof to any person or organization without the written permission of the Lessor and only upon the terms or conditions of Lessor. If Lessor consents to an assignment, sublet or use under this paragraph, Lessee remains fully and directly responsible to Lessor for all obligations under this lease.

**42. Subordination.** This lease is subordinate to the lien of any mortgage that is now or hereafter placed on the premises. Lessee will, if requested by the holder of any such mortgage, agree in substance that if the mortgagee or any person claiming under the mortgagee (including a purchaser at foreclosure sale, its successor and assigns) succeeds to the interest of Lessor in this lease, Lessee will recognize the mortgagee as Lessee's Owner under the terms of this lease, Lessee agrees to execute, acknowledge and deliver any instrument necessary or desirable to give effect to such subordination if the instrument requires recognition of Lessee's leasehold interest.

**43. Waiver.** Failure of Lessor or Owner to complain of any act or omission on the part of Lessee, no matter how long the act or omission may continue, does not constitute a waiver by Lessor or Owner of any of its rights under this lease. A waiver by Lessor or Owner, express or implied, of any breach of any provision of this lease does not waive any other provision or subsequent breach of this lease. If any action by either party requires the consent or approval of the other party, the other party's consent to or approval of the action on any one occasion does not constitute consent or approval of the action on any subsequent occasion or of any other action. Any rights and remedies that Lessor or Owner has under this lease or by operation of law, either at law or in equity, upon any breach is distinct, cumulative and not inconsistent with each other, may not be exercised in exclusion of any other and any two or more may be exercised at the same time.

**44. Attorney's fees.** If legal action is brought by Lessor for a breach of duty or obligation under this lease, Lessor is entitled to recover its reasonable attorney's fees and court costs, including fees and costs for an appeal of the action. Lessee agrees to pay Lessor's and/or Owner's costs and expenses, including reasonable attorney's fees that arise from enforcing any provision or covenants of this lease, including collection of any rent due, even though no suit is instituted.

**45. General.** This lease inures to and is binding upon the respective successors, heirs, personal representatives and assigns of Lessor, Lessee and Owner. This lease is made in, governed by and construed in accordance with the laws of the State of Maine. The terms "Lessor", "Lessee" or "Owner" and their accompanying verbs or pronouns, wherever used in this lease, include the plural as well as the singular and apply equally to all persons, firms or corporations that may be or become parties to this lease. If there is more than one Lessee, the obligations of Lessee under this lease are joint and several. Unless the context suggests otherwise, the term "Lessor" also includes "Owner" in rights, remedies and obligations of the Lessor.

The captions and headings contained in this lease are for convenience only and may not be taken into account in construing any provision of this lease. As to the obligation of each party under

this lease to perform their undertakings, promises, covenants and obligations, time is of the essence. If any term or provision of this lease is held invalid or unenforceable, this does not affect the validity or enforceability of any other term or provision of this lease.

**46. Late charge and interest.** Lessee shall pay to Lessor a late charge of 4% of the amount of a rent or fee not paid with five (5) days after the due date. All rent payments are due on the 1<sup>st</sup> of each month and are late and subject to a late fee if not paid by the 5<sup>th</sup> of each month. All sums payable by Lessee to Lessor under the lease and not paid by the end of each month may bear interest at the rate of 18% per annum from the due date until paid.

**47. Integration Clause.** Lessor and Lessee expressly acknowledge that Lessor and Lessee have not made and are not making, and neither party, in executing and delivering this Lease, is relying upon any warranties, representations, promises or statements except to the extent that the same are expressly set forth in this Lease. It is agreed that all prior understandings and agreements between the parties are merged in this Lease, which fully and completely expresses the agreement of the parties. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

**48. Owner's consent.** By its signature below, Owner consents to this sublease pursuant to section 39 of the Lease Agreement between Owner and Lessor dated September 1, 2006.

**49. Attachment.** A copy of the current Market House Rules and Regulations under section 25 of this lease are attached to this lease.

**50. Notice.** Whenever, by the terms of this lease, notice must or may be given by or to any party, such notice may be given or sent by any reasonable means, including, without limitation, certified mail, courier service, hand delivery, email, facsimile transmission, or any other method reasonably calculated to effect delivery of the notice, with proof of delivery, directly to the party, the party's electronic mail address or to Lessor's and Lessee's addresses as follows:

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

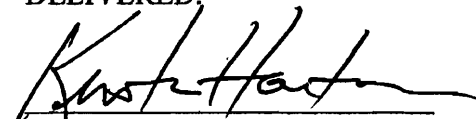
TO LESSEE: Steven K. Miner  
dba Peanut Butter Jelly Time  
183 Dale St.  
Waltham, MA 02451

TO OWNER: 28 Monument Square LLC  
c/o H. Alan Mooney  
22 Monument Square  
Portland, ME 04101

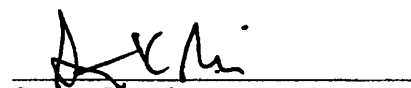


The effective date of any notice mailed in accordance with this lease is two days following the date of mailing. The effective date of any notice emailed or sent by facsimile is the date of the electronic transmission. The effective date of any notice hand delivered or couriered is the date of the delivery .

IN WITNESS WHEREOF, Lessor, Lessee and Owner have caused this lease to be executed in duplicate under seal the day and year first above written. SIGNED, SEALED AND DELIVERED.

  
Kris Horton, President  
Market Vendors, LLC (Lessor)

  
Witness  
2:15pm  
10/23/09

  
Steven K. Miner (Lessee)  
dba Peanut Butter Jelly Time

  
Witness  
2:23pm  
10/23/09

\_\_\_\_\_  
Alan Mooney, President  
28 Monument Square, LLC (Owner)

\_\_\_\_\_  
Witness

*Subject to legal review by tenants  
attorney by nov 1, 2009.*

*John Robinson  
Associate Broker  
2:15pm  
10/23/09*

*90302*

## **SCHEDULE A**

Lessee may operate a retail food business selling peanut butter and jelly sandwiches and related products, including nuts, jams, jellies, preserves, fruit and candy. Lessee may also sell cookies, snacks and baked goods subject to the limitations of paragraph 2 of this schedule. Lessee may sell beverages.

Lessee may not operate a business or sell any product on the premises that is not listed in this schedule or that is similar or identical to any product sold by another market vendor without explicit written permission from Lessor.

932

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*John M*

10/23/09  
STEVEN MINER

# **Peanut Butter Jelly Time**

## **Basic Daily Menu**

<b>PB&amp;J</b> Choice of PB, Jellies, Fluff	<b>\$3.25</b>
<b>PBJ Plus</b> PB&J with a layer of Grape Nuts, or Banana... Delicious!	<b>\$3.75</b>
<b>Triple Decker</b> Add whatever you want to the next layer!	<b>\$4.00</b>
<b>Classic Combo</b> One PB&J with milk/juice/water	<b>\$4.25</b>
<b>Double</b> 2 PB&J Sandwiches and milk/juice/water	<b>\$5.75</b>
<b>Beverages</b> Milk (variety) / Vitamin Water / Nantucket Nectar	<b>\$1.50</b>
<b>Bottle of Water</b> Poland Spring	<b>\$1.00</b>
<b>Snacks</b> Fig Newtons / Rice Krispie Treats / Oreos / Chips Ahoy / Potato Chips / Variety of locally baked goods	<b>\$1.25</b>

### **What do you want?**

**Tell us what you would like for a sandwich. If we have it, we'll put it in! Make a suggestion that is added to the menu and receive a \$10.00 Gift Card to PBJ Time**

*All prices DO NOT include State of Maine 7% Prepared Meals Tax.*

*We accept all MasterCard, Visa, American Express and Discover. No personal checks, please.*

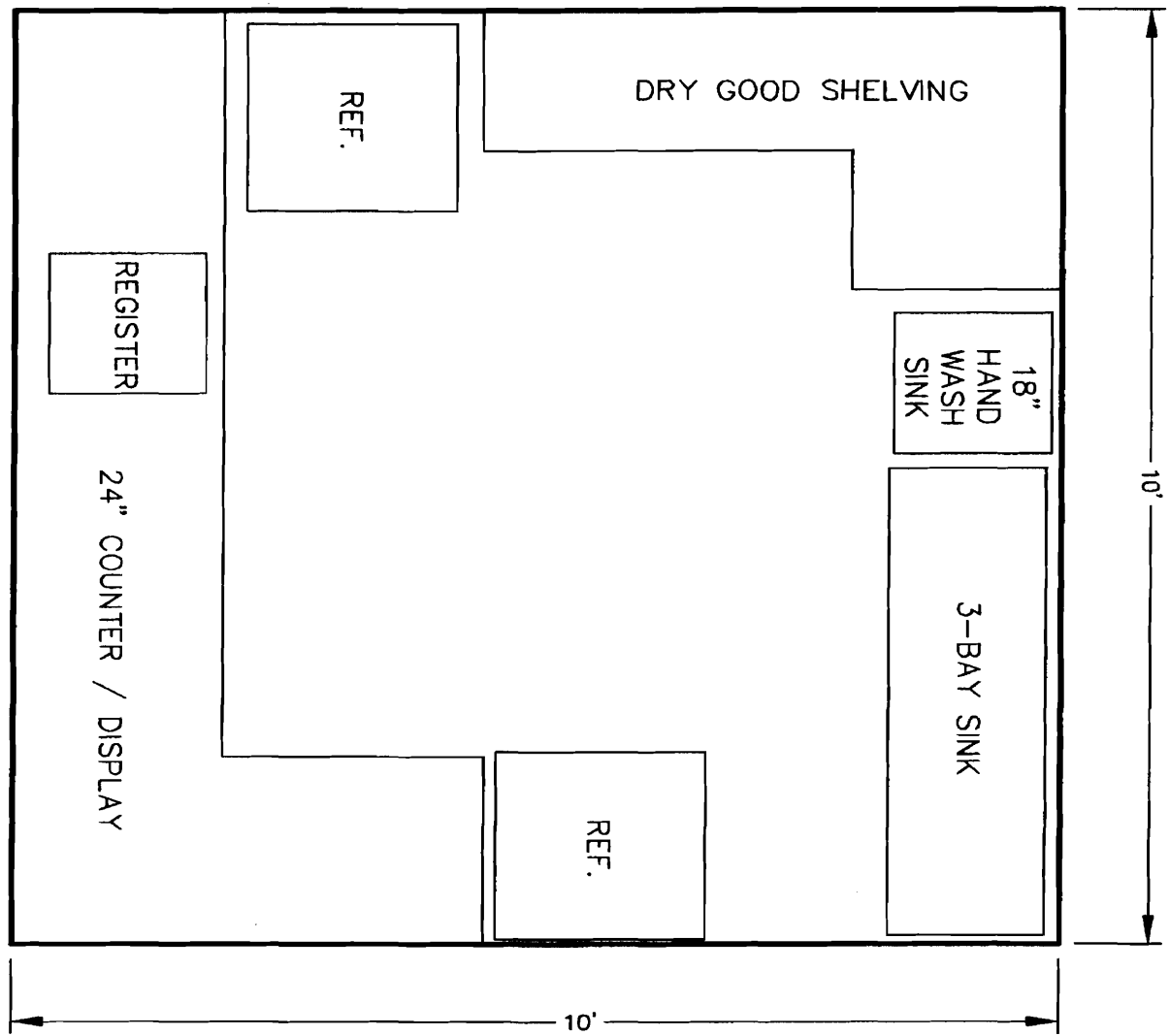
*All products prepared on the premises may contain peanuts or other food allergens.*

*GBR*

LEASE Exhibit

Steven K Miner

Peanut Butter Jelly Time 10/23/09



JKR

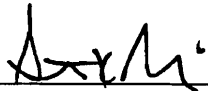
## GUARANTY

For value received, and in consideration for, and as an inducement to **Market Vendors, LLC.**, Lessor, to enter into the foregoing Lease with **Steven K. Miner**, Lessee, Lessee does hereby unconditionally personally guarantee to Lessor and Owner the complete and due performance of each and every agreement, covenant, term, condition and obligation of the Lease to be performed by Lessee, including without limitation the payment of all sums of money stated in the Lease to be payable by Lessee.


The validity of this Guaranty and the obligation of the Guarantor may not be terminated, affected or impaired by reason of the granting by Lessor of any indulgences to Lessee. This Guaranty remains and continues in full force and effect as to any renewal, modification or extension. Guarantor waives all suretyship and guarantor defenses at common law generally, and waives notice, demand, presentment, notice of dishonor. The liability of Guarantor under this Guaranty is primary and in any right of action, which accrues to Lessor or Owner under the Lease, Lessor or Owner may proceed against each Guarantor jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained a judgment against Lessee. This is a guaranty of both performance and payment.

IN WITNESS WHEREOF, the Guarantor has executed the Guaranty this 23rd day of October, 2009

Guarantor (Lessee):



Steven K. Miner  
dba Peanut Butter Jelly Time

  
Witness  
10/23/09

PEANUT BUTTER JELLY TIME  
183 DALE ST  
WALTHAM, MA 02451-3768

103

53-9182/2113  
30

10/23/09

Pay to the  
Order of

Magnum Butter  
One Thousand Five Hundred and No/100 Dollars \$ 1,500.00

Pay to the  
Order of

DFU  
Digital Federal  
Credit Union

www.dcu.org

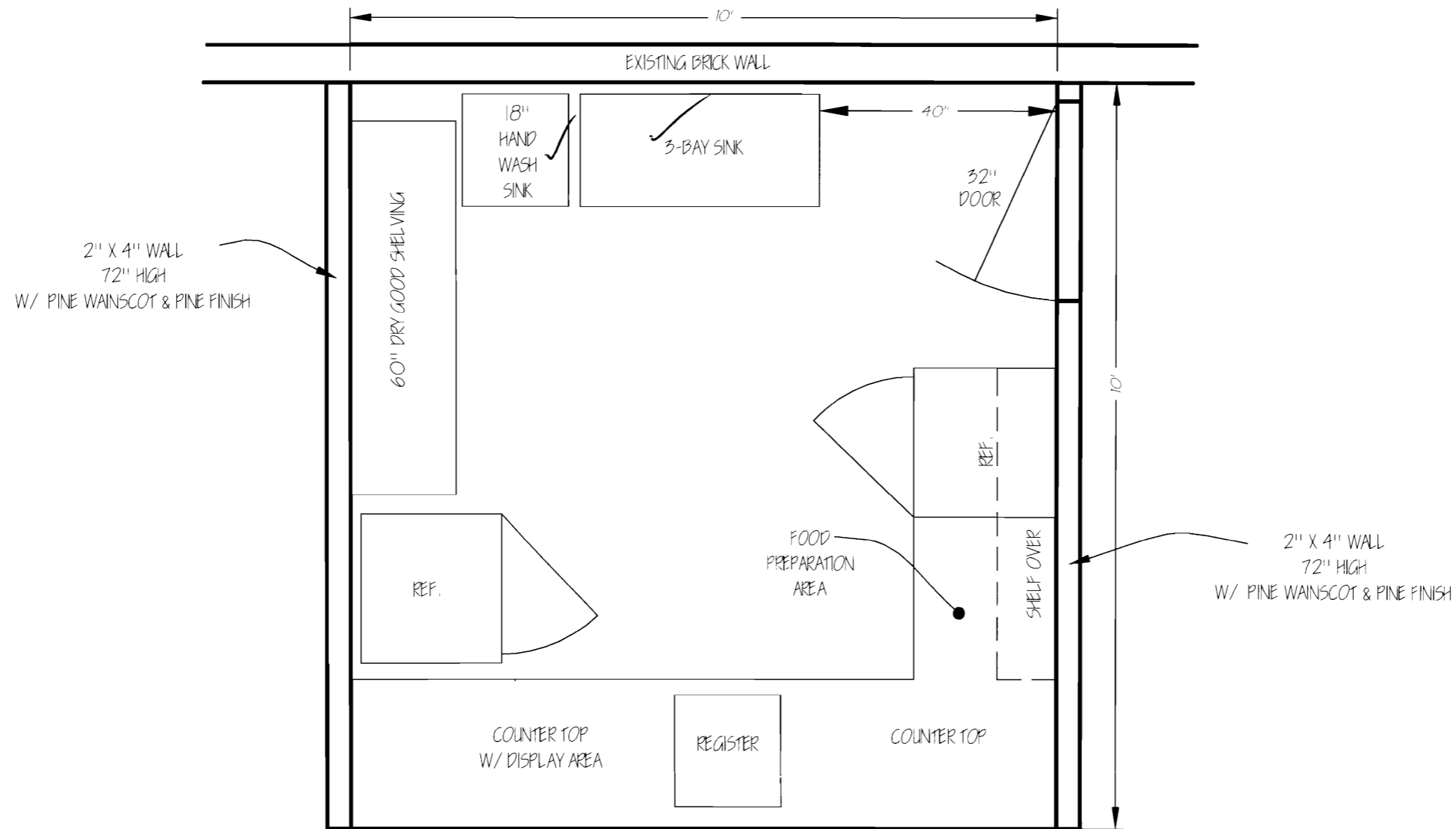
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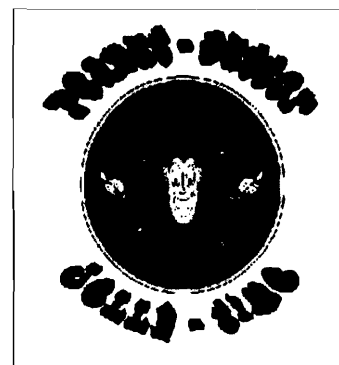
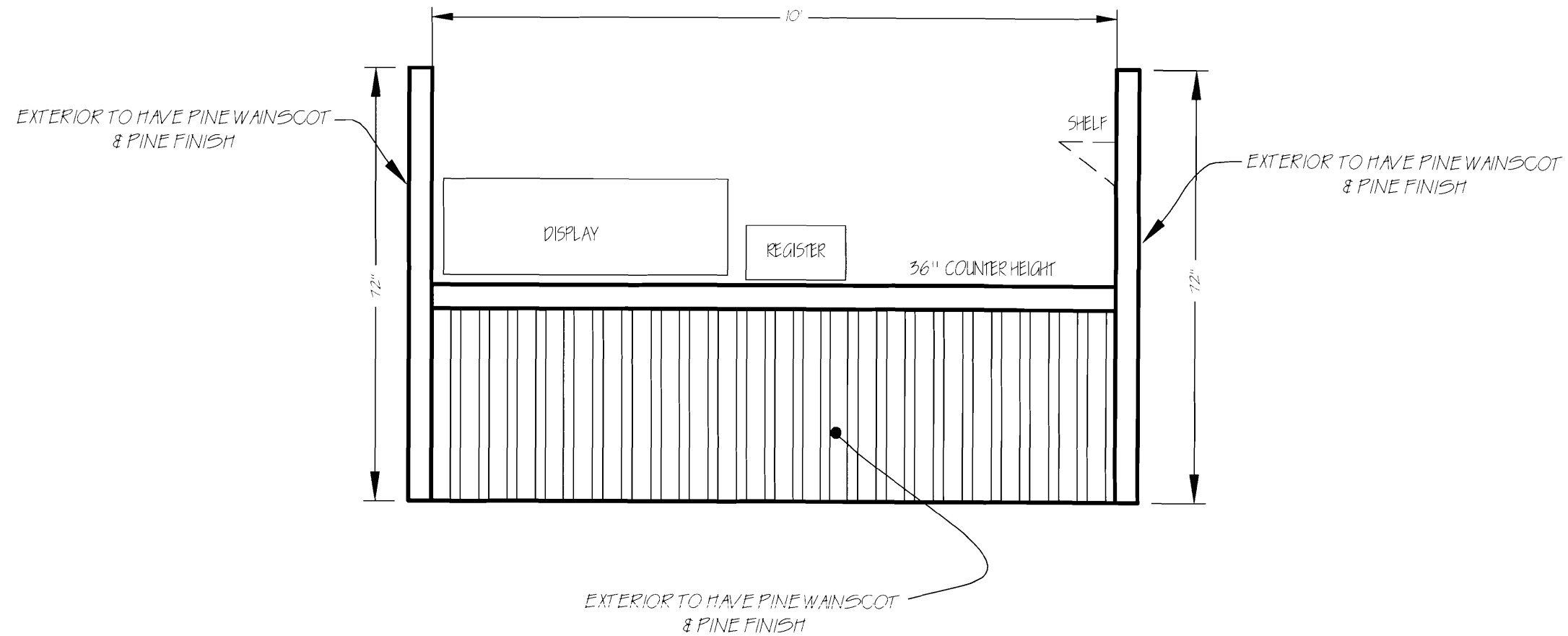
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BACK OF CABINETS TO HAVE PINE WAINSCOT & PINE FINISH



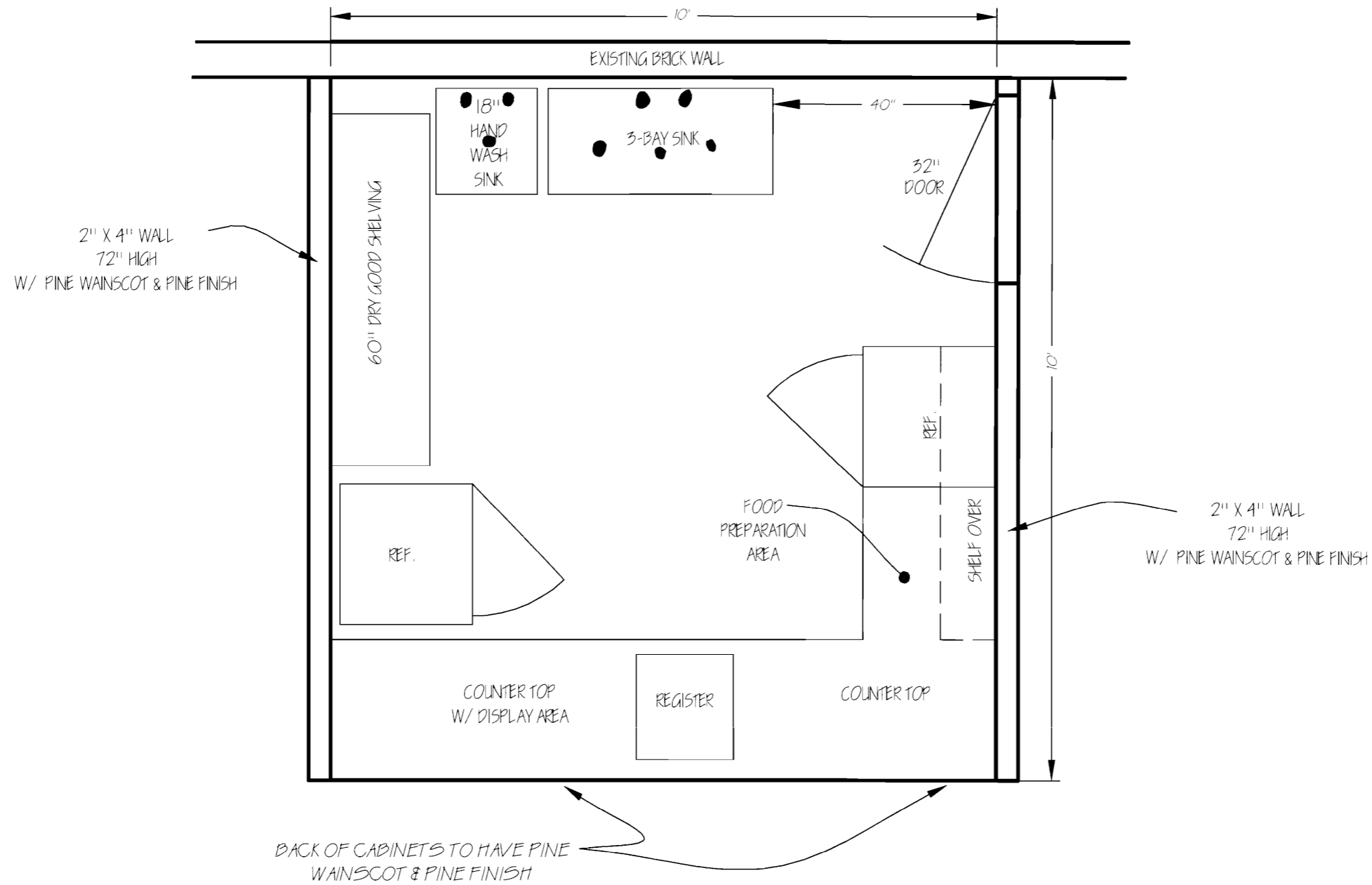
FLOOR PLAN  
 FOR  
 PEANUT BUTTER JELLY TIME  
 PUBLIC MARKET HOUSE  
 28 MONUMENT SQUARE / UPPER LEVEL  
 PORTLAND, MAINE 04101  
 SCALE: 1/2" = 1'-0" OCTOBER 26, 2009



ELEVATION - FRONT VIEW  
 FOR  
 PEANUT BUTTER JELLY TIME  
 PUBLIC MARKET HOUSE  
 28 MONUMENT SQUARE / UPPER LEVEL  
 PORTLAND, MAINE 04101  
 SCALE: 1/2" = 1'-0" OCTOBER 26, 2009

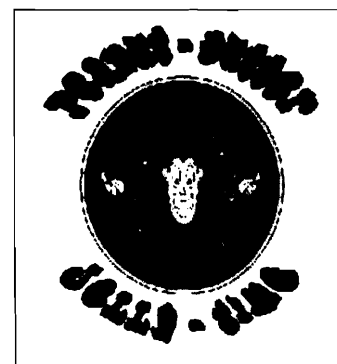
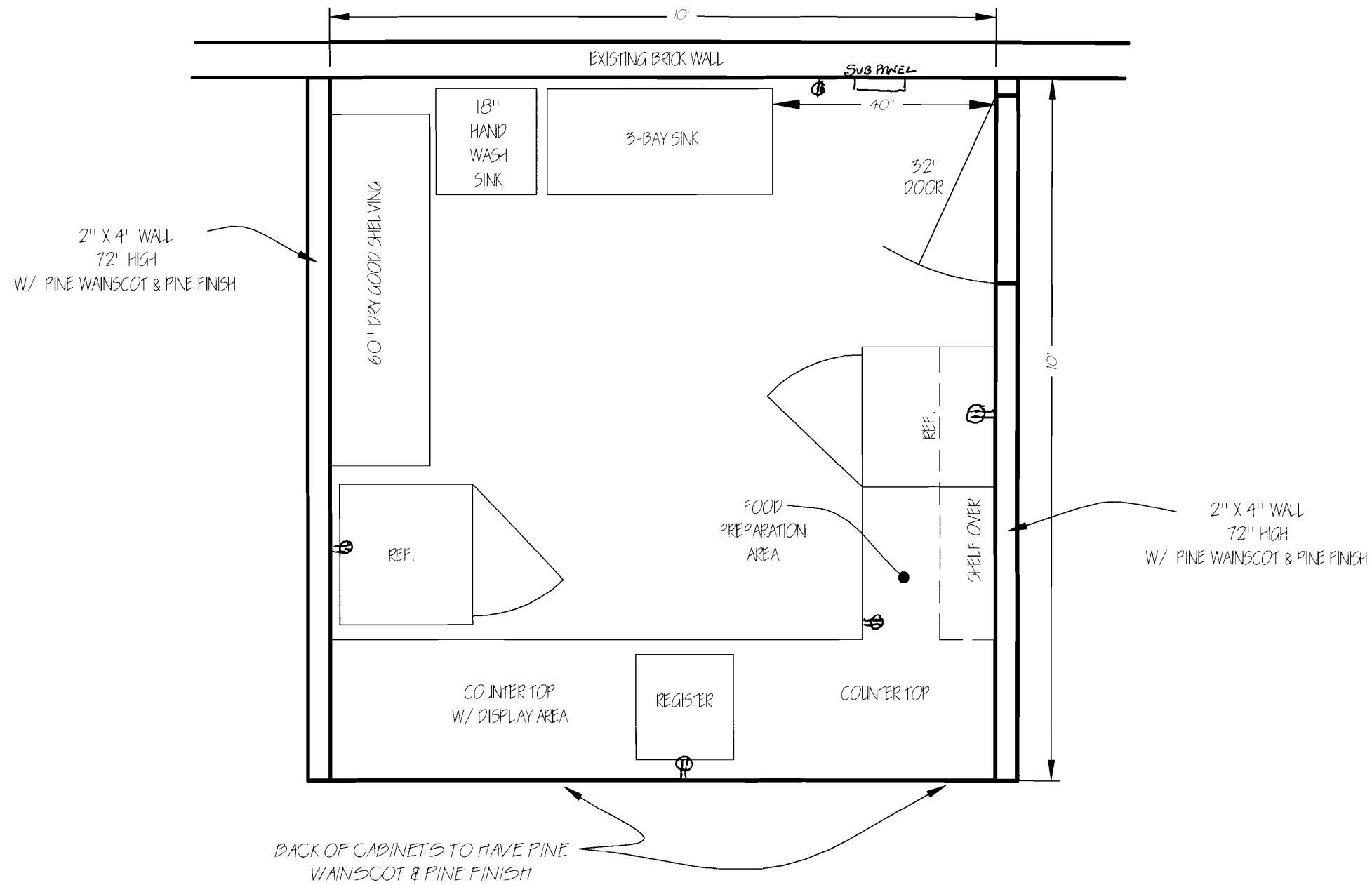


Proposed Plumbing Layout



FLOOR PLAN  
FOR  
PEANUT BUTTER JELLY TIME  
PUBLIC MARKET HOUSE  
28 MONUMENT SQUARE / UPPER LEVEL  
PORTLAND, MAINE 04101  
SCALE: 1/2" = 1'-0" OCTOBER 26, 2009

# Proposed Electrical Layout



FLOOR PLAN  
 FOR  
 PEANUT BUTTER JELLY TIME  
 PUBLIC MARKET HOUSE  
 28 MONUMENT SQUARE / UPPER LEVEL  
 PORTLAND, MAINE 04101  
 SCALE: 1/2" = 1'-0" OCTOBER 26, 2009