

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that 28 MONUMENT SQUARE, LLC/MAINE SQUEEZE Located At 28 MONUMENT SQ

Job ID: 2012-02-3213-ALTCOMM

CBL: 027- F-002-003

has permission to Construct a 9' x 14' Kiosk within the Public Market-Maine Squeeze on the 2nd floor, 4-1/2' partitions 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 the buildings and structures, and of the application on file in the department.

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

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

Fire Prevention Officer

[Signature] 2/24/12

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD

BUILDING PERMIT INSPECTION PROCEDURES

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

or email: buildinginspections@portlandmaine.gov

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

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

Close In Elec/Plmb/Frame prior to insulate or gyp

Certificate of Occupancy/Final Inspection including the health inspection

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

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



PORTLAND MAINE

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Director of Planning and Urban Development
Penny St. Louis

Job ID: 2012-02-3213-ALTCOMM

Located At: 28 MONUMENT SQ

CBL: 027- F-002-003

Conditions of Approval:

Zoning

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

Fire

1. Permit indicates open Juice Bar kiosk and no cooking equipment.
2. All construction shall comply with City Code Chapter 10 and specifically NFPA 96.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. Permit approved based on the plans submitted and reviewed w/owner/ contractor, with additional information as agreed on and as noted on plans.
3. Equipment shall be installed in compliance with the manufacturer's specifications and the UL listing.
4. 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.
5. Approval of City license is subject to health inspections per the Food Code.
6. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
7. New plumbing shall be compliant with the 2009 Maine Internal Plumbing Code

B-3
hisbr

Entered 2/6/12

(B5)



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.

Public MARKET HOUSE

Location/Address of Construction: 28 MONUMENT SQUARE, Portland		
Total Square Footage of Proposed Structure/Area 1255 sq ft	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 027 7002 003	Applicant * <u>must</u> be owner, Lessee or Buyer* Name Alex Vandemark Address 5 1/2 Moulton Street City, State & Zip Portland ME 04101	Telephone: 603-591-5947
Lessee/DBA (If Applicable) Maine Squeeze Juice + Smoothie Cafe	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of Work: \$ 1,000 C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) mixed use Retail Number of Residential Units 0		
If vacant, what was the previous use? _____		
Proposed Specific use: Juice + Smoothie bar		
Is property part of a subdivision? _____ If yes, please name _____		
Project description: Building a 9x14ft kiosk that would be built against the existing wall but not attached. The layout would look similar to the four other vendor kiosks that are already in business on the second floor.		
Contractor's name: Alex Vandemark		
Address: 86 Ridges Ct Portsmouth NH 03801		Telephone: 603-591-5947
City, State & Zip _____		Telephone: 51 JUICEMAN@gmail.com
*Who should we contact when the permit is ready: _____ Telephone: _____		
Mailing address: 28 Monument Square Portland 86 Ridges Ct Portsmouth NH 03801		

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

RECEIVED

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

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

Signature: Alex Vandemark Date: _____

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



PORTLAND MAINE

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Receipts Details:

Tender Information: Check , Check Number: 1223

Tender Amount: 75.00

Receipt Header:

Cashier Id: bsaucier

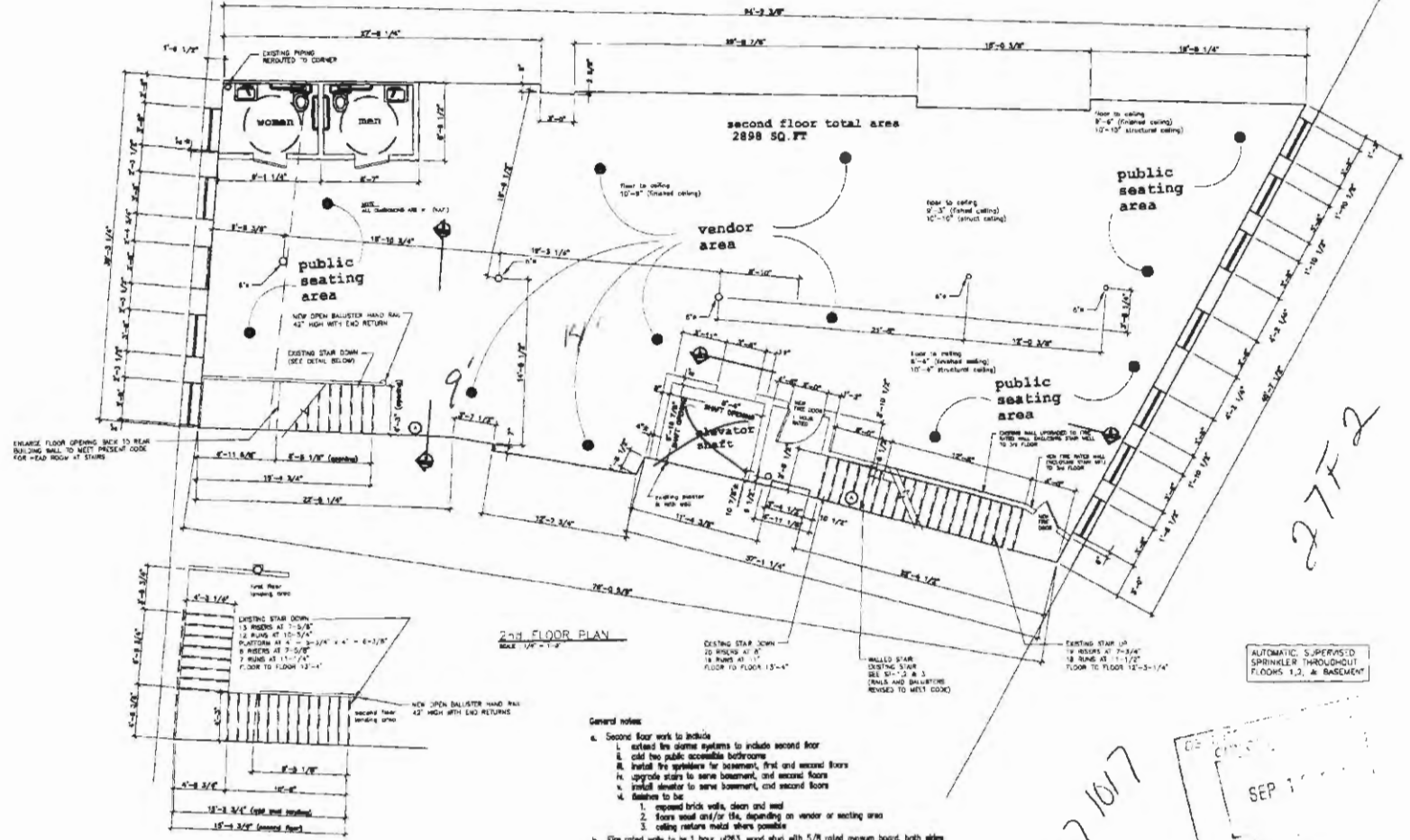
Receipt Date: 2/22/2012

Receipt Number: 41154

Receipt Details:

Referance ID:	5105	Fee Type:	BP-C of O
Receipt Number:	0	Payment Date:	
Transaction Amount:	75.00	Charge Amount:	75.00
Job ID: Job ID: 2012-02-3213-ALTCOMM - Kiosk within Public Market- 2nd floor			
Additional Comments: 28 MONUMENT SQ			

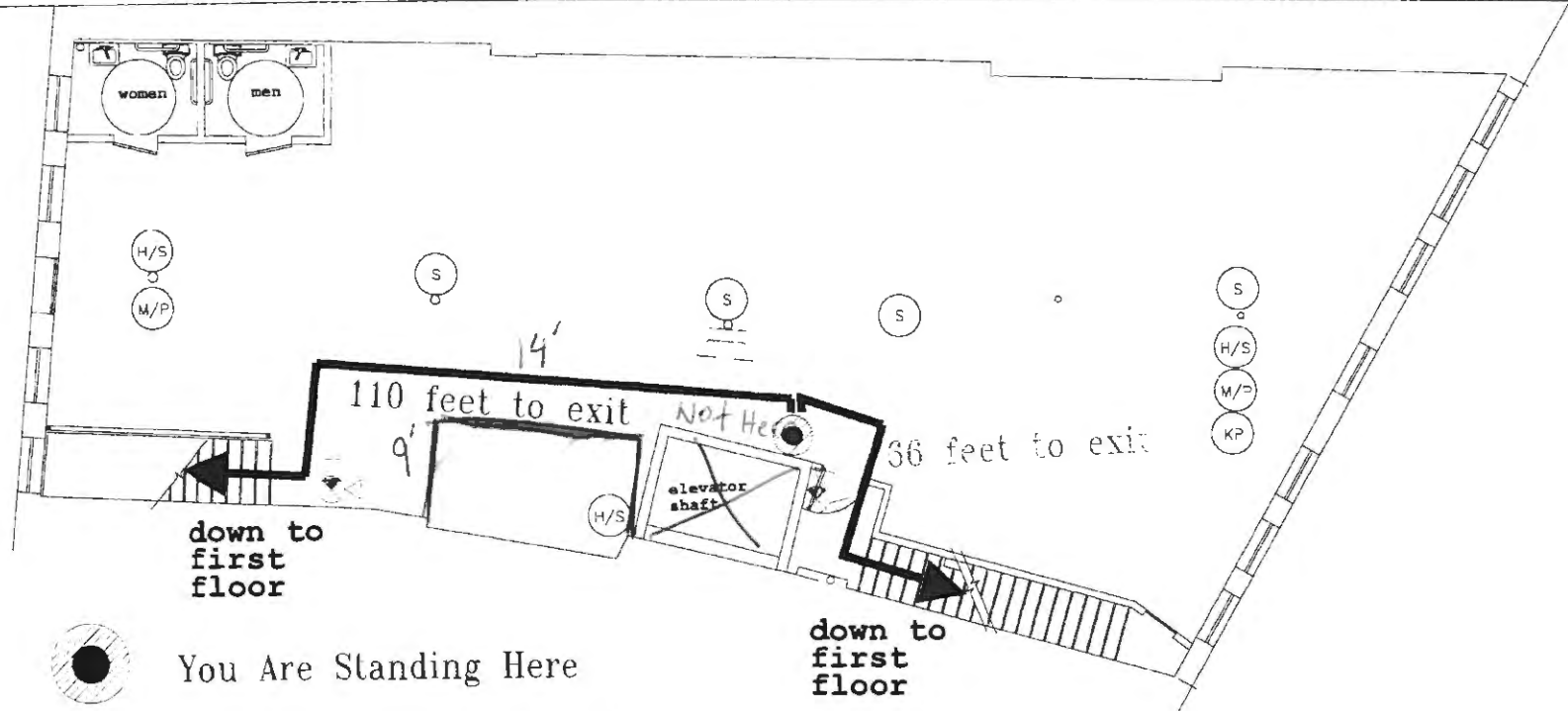
Thank You for your Payment!








2ND FLOOR PLAN
SCALE 1/8" = 1'-0"









- General notes**
- a. Second floor work to include
 - 1. extend fire alarm systems to include second floor
 - 2. add two public accessible restrooms
 - 3. install fire sprinklers for basement, first and second floors
 - 4. upgrade stairs to serve basement, and second floors
 - 5. install elevator to serve basement, and second floors
 - 6. finishes to be:
 - 1. exposed brick walls, clean and seal
 - 2. floors wood and/or tile, depending on vendor or seating area
 - 3. ceiling texture match where possible
 - b. Fire rated walls to be 1 hour, U2B3, wood stud with 5/8" rated gypsum board, both sides

CURRENT ISSUE STATUS ISSUED FOR REVIEW 07/19/07	Emerson Clapp Building 28 Monument Square Portland, Maine Phase 1 Renovation	CRITERION 22 MONUMENT SQUARE, TD. 207-735-1969 SUITE 300 PORTLAND, ME 04101 FAX 207-735-4415	SHEET TITLE SECOND FLOOR PLAN	SCALE AS NOTED PROJECT MANAGER NAME ENGINEER OF RECORD NAME PROJECT NO.	DATE: 08-03-07 SHEET NO. A-3
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-  You Are Standing Here
-  Primary Evacuation Route
-  Secondary Evacuation Route
-  Exits
-  Emergency Lights

FIRE ALARM LEGEND

-  SMOKE DETECTOR
-  HORN/STROBE
-  FIRE ALARM
-  MANUAL PULL
-  DOOR HOLDER
-  HEAT DETECTOR
-  HOOD SUPPRESSION SYSTEM
-  KEY PAD

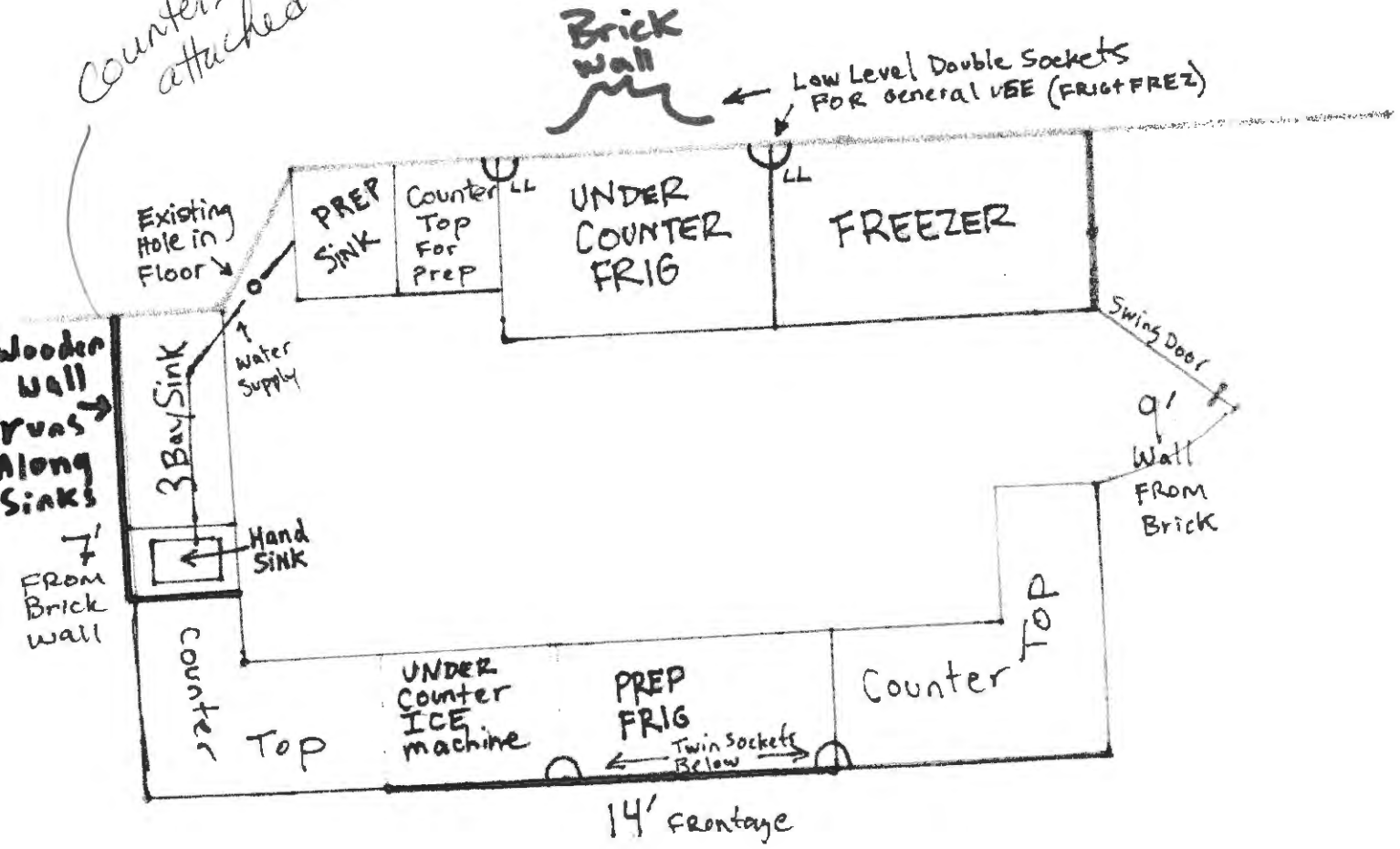
SECOND FLOOR PLAN

	CURRENT ISSUE STATUS	Emerson Onyx Building	CRITERIUM	SHEET TITLE:	SCALE: AS NOTED	DATE: 08-04-04
	ISSUED FOR REVIEW 8/04/06	25 Monument Square Portland, Maine Phase I Renovation	22 MONUMENT SQUARE, TEL: 207-775-1888 SUITE 300 PORTLAND, ME 04101 FAX: 207-772-4418	FIRST FLOOR PLAN FIRE EXITS	PROJECT MANAGER: NAM	SHEET NO.
					ENGINEER OF RECORD: NAM	EG-3.1

2/24/12

Per Alex V.

Counters attached to wall (partial walls) 2x4
4 1/2" in HT



LEASE AGREEMENT

This lease agreement, hereinafter "Lease," is made between **Market Vendors, LLC** of Portland, Maine, hereinafter "Lessor" and **The Portland Juicery, LLC**, dba Maine Squeeze Juice Café, hereinafter "Lessee," as a sub-lease under a Lease dated September 1, 2006 between Lessor and 28 Monument Square, LLC, owner of the premises, hereinafter "Owner."

1. Description of leased premises. Lessor leases to Lessee 125 square feet on the second floor of 28 Monument Square extending approximately ~~13.5~~ ^{14 Feet} feet along the length of the brick wall across from Granny's Burritos/Kamasouptra, located 10 feet from the ~~rear end of the brick wall adjacent to the stairs,~~ ^{AND} 9.5 feet from the air conditioner located by the front stairs and extending outward from both sides by a distance of approximately 9.25 feet, which has been taped off with blue masking tape and photographed, the plans for which are attached to this lease as Exhibit A and hereinafter referred to as the "Premises." Said Premises may be used only for a food service business that is duly authorized to operate and that meets all applicable local and State licensing, code 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 common area space without consent from Lessor.

2. Term and Renewals. The term of this lease agreement is two years, commencing on May 1, 2012 and ending on April 30, 2014. Provided that Lessee is not then in default of this Lease, Lessee has the option to extend the term of this Lease for a single additional term of five (5) years. In order to exercise this option, Lessee must notify Lessor in writing of its intention to exercise its extension option on or before six (6) months prior to the end of the initial term, time being of the essence, said extension to be on the same terms and conditions set forth in this Lease except that there shall be no further extension options and the rent in section 3 shall increase by 13% on June 1, 2014. Upon execution of this Lease and payment of the security deposit under section 7, Lessee may enter the premises for the purposes of planning and build-in, provided that all construction must be finished and Lessee must be open for business no later than two months after commencing build-in. If Lessee is ready to open for business before May 1, 2012, Lessee may option to have the term of this Lease begin prior to May 1.

3. Rent. The rent is \$750 per month. The rent payment is due on the 1st of each month and is considered late and subject to a late fee if received after the 5th of each month as described in section 45. 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 written 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. Lessee is responsible for the equipment, build-in and installation of utilities specific to Lessee's premises, which are solely the responsibility of Lessee.

5. Other Charges. 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 paid for by the Lessee. The charges and fees under this section are not rent and do not create a possessory or leasehold interest for lessee.

A: A proportionate vendor share of the triple net charges assessed by the Owner, which include:

- i. Water, sewer, gas and repair and maintenance of utility systems;
- ii. real estate property taxes and assessments on the building and land comprising the Market House;
- 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 atmosphere;
- 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 or owner related to Lessee's and Lessor's activities on the premises.

B. A proportionate vendor share of the house charges, which include:

- i. Common lighting;
- ii. Air conditioning;
- iii. Rugs;
- iv. Insurance;
- v. Waste removal;
- vi. Internet and wi-fi;

- vii. Cleaning services;
- viii. Common music and entertainment and related licensing fees;
- ix. Advertising;
- x. Utility systems maintenance and repair; and
- xi. Other charges for common maintenance or services.

Charges under this section are due 5 days after assessment by Lessor. "Proportionate vendor share" means a share resulting from splitting the costs under this section equally among each vendor.

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 throughout the term of this lease as a security deposit for the full and faithful performance of all of Lessor'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 approved by Lessor. 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. Lessee's hours of operation must conform to the Market House hours of operation as determined by Lessor unless specifically approved by Lessor.

Lessor agrees that Lessee has never warranted that the blenders or juicers that will be used are silent or ultra-quiet. Lessee may utilize one or more commercial-grade blenders, such as the Vitamix VM-Quiet model, which has a sound-dampening enclosure. Lessee may utilize one or more commercial-grade juicers, such as the Santos 28 Centrifugal model, which do not have a sound-dampening enclosure but may not exceed the sound

standards for the Vitamix blender. So long as Lessee conforms to the above sound standards for blender and juicer use and does not exceed noise levels prohibited by local and state laws, ordinances or regulation, Lessee may operate the Lessee's business without any hinderance or complaint from Lessor or other Market House vendors.

Lessee may carry products reasonable for a juice café to sell, including Lessee's nori-style sushi rolls, nutritional supplements, high-fiber snacks, such as MOJO bars, packages of nuts as well as vegan treats and related specialty foods, some of which may be pre-packaged for customers to purchase and eat either at the Market House or for take out. Any additional classes of products that Lessee wishes to sell must be approved by Market Vendors, such approval may not be unreasonably withheld or delayed. As long as Lessee is not default of any of the terms of this Lease, Lessee has exclusive rights within the Market House to sell fresh fruit or vegetable blended drinks.

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.

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 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 vendor's 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 and 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. Improper or

inconsiderate disposal of hazardous materials is a violation of the terms and conditions of this lease.

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, within reason, considered inappropriate by Lessor. All signs are subject to design standards of Lessor and must be pre-approved by Lessor. Lessee may have a neon sign displayed in a window on the second floor, and a sign displayed in a window on the first floor, the design and location of the signs attached to this Lease as Exhibit B.

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, which may not be unreasonably withheld or delayed, except interior décor of a non-permanent nature. 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. All trade fixtures including shelving, counters, sinks, equipment, signage, 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 repair, at Lessee's expense, 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, 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 or 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 for under section 21. This indemnity and hold harmless provision includes indemnity against all cost, 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 use, damage, move or disturb the property of any other lessee, Lessor, owner or anyone else that is not located on Lessee's premises and after Lessee has asked that property to be removed. Lessee may not enter the space of any other Lessee, market vendor or Lessor's property that is not common area 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.

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 any other Lessee or occupant 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 liability insurance coverage naming Lessor and Owner as insured 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) general aggregate with one million dollars (\$1,000,000) per occurrence 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 compliance 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. In the event that Lessee is unable to obtain final approval from any local or State authority to build-in and conduct Lessee's business at the

Market House, then Lessee is released from its obligations under this lease, notwithstanding Lessee's obligation to repair any damage that Lessee has made as part of Lessee's build-in of Lessee's business.

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 reasonable regulations appropriate for such purposes and for the purpose of operating a public market. Failure to comply with a reasonable regulation under this section constitutes a breach of this lease, and may subject Lessee to reasonable fines, termination or other penalty. The present rules and regulations, attached to this lease as Exhibit C, may be changed from time to time by Lessor upon written notice to Lessee.

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.

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. 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 other cause beyond the reasonable control of Lessor or 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.

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 of 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, provided Lessee's ability to conduct business is not interrupted, but there must be an abatement or adjustment of rent in proportion to the interference with Lessee's occupation of the premises, and Lessor and Lessor's agent and employee has the right during the term of this lease to enter the premises to maintain the premises and make any necessary or advisable alteration, repair or other activity 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, Lessor 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 has waived no rights or other remedies under this lease or at law or equity, and 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 reasonable court costs and attorney's fees and any other expense of Lessor 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. This section does not diminish Lessor'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 days in the payment of any installment of 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 at least five-days late with monthly rent payment more than two times in a twelve month period; or
- E. 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 a creditor, 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 an obligation under this lease, Lessor may take any reasonable procedure to correct the default and promptly notify Lessee of its actions and charging Lessee for Lessor's reasonable costs incurred in taking the action.

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, 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 in the event of Lessee's default or other requirement to do so, then Lessee remains bound by all the terms, covenants and agreements under this lease until Lessee does vacate the premises. This event does not give Lessee any additional leasehold rights nor prevent Lessor from terminating Lessee's leasehold.

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 with the term being on a month-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, which may not be unreasonably withheld or delayed. 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.

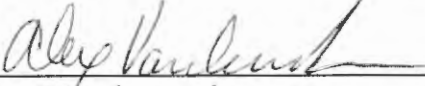
44. Attorney's fees. If legal action is brought by either party for a breach of duty or obligation under this lease, the prevailing party is entitled to recover its attorney's fees and court costs, including fees and costs for an appeal of the action. Both parties agree to pay the other party's costs and expenses, including attorney's fees that arise from enforcing any provision or covenants of this lease, including collection of any rent due, based upon a final judgment by a court..

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.

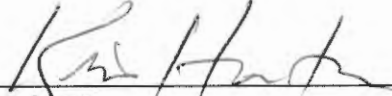
TO OWNER: 28 Monument Square LLC
H. Alan Mooney
22 Monument Square
Portland, ME 04101

The effective date of any notice mailed in accordance to this lease is two days following the date of mailing.

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.



Lessee:
Alex Vandermark
for **The Portland Juicery, LLC**



Lessor:
Kris Horton
for **Market Vendors, LLC**

Owner:
H. Alan Mooney
for **28 Monument Square LLC**

GUARANTY

For value received, and in consideration for, and as an inducement to **Market Vendors, LLC.**, Lessor, to enter into the foregoing Lease with **Maine Juicery, LLC**, Lessee, Alex Vandermark 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. 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.

IN WITNESS WHEREOF, the Guarantor has executed the Guaranty this ____ day of February, 2012

Alex Vandermark, Guarantor:

Witness

**Market House
Rules and Regulations
(Revised 9/01/08)**

These rules and regulations, referred to in the lease, are designed to allow for the proper functioning of a public market in which multiple businesses do business in a cooperative and coordinated effort. When these rules refer to vendors, this includes the vendors and their employees, agents, visitors, their vendors and invitees. "Vendor" mean any subtenant, day tableter or kitchen user doing business on Market House premises. "Landlord" means the owners of the building: 28 Monument Square, LLC or its principals or agents.

I. Conduct

A. All vendors must conduct themselves in a respectful way towards each other, customers, employees and people doing business in the Market House. No foul, abusive or profane language or conduct may be used in the Market House or directed at any person.

B. Any complaints, suggestions or necessary discussion with the managers of the Market House should be conducted in private and preferably with advance notice to the managers. Unless absolutely necessary, these discussions should not take place in front of customers.

C. All vendors must treat other businesses' employees with respect and civility. A vendor should not approach an employee of another business for any issue or complaint without first talking to the manager or owner of that business except in an emergency situation.

D. Vendors must refrain from any activities, including music, that are annoying, overly loud or otherwise interfere with any other business or the Market House operations.

II. Cleanliness

A. Vendors must keep their specific areas and common areas clean and hygienic in appearance, sanitation and to health, fire and safety code. No garbage, grease or other unhealthful conditions may be allowed to remain after the close of business. If a vendor does not comply with this provision after reasonable notice, Market Vendors will properly clean or make the condition healthful with all expenses for doing so assessed to the vendor.

B. Any unsafe condition must be immediately repaired or otherwise returned to a safe condition. If a vendor does not comply with this provision after reasonable notice, Market Vendors will make the condition safe with all expenses for doing so assessed to the vendor.

XIII. Utilities.

A. Vendors may not use any Market House, other business's or common utilities without prior approval or the Market House or the other business, respectively. A vendor may not adjust the thermostat or any other utility not owned or directly controlled by the vendor. Vendors must turn off Market House or common utilities when authorized use is finished, including lights, water and gas in the kitchen.

B. A vendor who violates this section is responsible for the cost of the use or added expense of a utility used or adjusted without permission or left on after vendor's authorized use is over.

XIV. Property.

A. A vendor may not use, borrow or disturb the property of the Market House or another business without prior approval. A vendor is responsible for the condition and liability for use of or damage to any property of the Market House or another vendor, including returning the property, cleaning the property and repairing or replacing the property.

XV. Violations

A. A violation must be remedied as soon as possible after discovery by vendor or requested by Market Vendors.

B. A fine or cost may be assessed against a violator of these rules for a violation that directly costs money (leaving utility on after use) or for repeated violations (at least three) of any rule or provision in these rules and regulation.

C. A violation or repeat violations of these rules may be cause for termination of tenancy, non-renewal of lease or use or kitchen privileges.



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

2/3 2012

Received from Maine Squeaks

Location of Work 28 Monument Sq

Cost of Construction \$ 1000 Building Fee: _____

Permit Fee \$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: 30 —

Building (IL) Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: 027 Fooz 003

Check #: 1218 Total Collected \$ 30 —

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: (CB)

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy