

DEAN & ALLYN, INC.

FIRE PROTECTION • SPECIAL HAZARD

116 LEWISTON ROAD
GRAY, ME 04039
TEL. 207/657-5646 FAX 207/657-5647

April 26, 2017

Blyth & Burrows
26 Exchange Street
Portland, ME 04101
Attn: Josh Miranda

Re: 26 Exchange St.

To Whom It May Concern,

This letter is to confirm that the fire protection system at the above referenced location has been modified in accordance with NFPA #13, City of Portland and Maine State Fire Marshal's requirements.

Very truly yours,

Tom Heaward

Tom Heaward
Service Manager
207/714-0883

DEAN & ALLYN, INC.

FIRE PROTECTION • SPECIAL HAZARD

116 LEWISTON ROAD
GRAY, ME 04039
TEL. 207/657-5646 FAX 207/657-5647

April 26, 2017

Blyth & Burrows
26 Exchange Street
Portland, ME 04101
Attn: Josh Miranda

Re: Fire Alarm System Modification

Josh,

Per the requirements of the Portland Fire Department, this is the letter indicating that both the Fire Alarm and Hood Suppression Systems are installed per the recognized code standards as adopted by the state of Maine.

The Fire Alarm System has been modified and successfully tested per the 2007 edition of NFPA72

Please contact us if there are any questions.

Sincerely,

Dean & Allyn, Inc



Eric Elkanich
Suppression / Alarm Division Manager
Mobile: 207/233-9104

Thank you for choosing SCA dispensers and refills for your facilities!

You have selected the winning solution for enhanced image, performance, hygiene and cost savings.

To indicate your acceptance of this Tork Advantage Dispenser Agreement, including the general terms and conditions, please sign below.

Your company (the "End Customer") will continue to use the SCA dispensers ("Dispensers") with the SCA Tork refills recommended for each Dispenser ("Refills"), for the term set forth in this Agreement.

If you choose to discontinue use of the Refills before the end of the Agreement, you agree to reimburse SCA within 30 days for any Dispensers you remove or stop refilling with the Refills and SCA may demand the return of the Dispensers.

o **Reimbursement rates (per dispenser) are as follows:**

- o Xpressnap® tabletop dispenser - \$10
- o All other TorkSelect dispensers - \$25
- o Tork electronic towel dispenser - \$50
- o Tork Image Xpressnap dispenser - \$35
- o Tork Image washroom dispenser - \$100
- o Optiserv® - \$25
- o Silhouette® - \$25
- o Revolution® - \$25
- o Dubiserv® - \$25
- o Alliance® - \$50
- o Wave n'Dry® - \$50
- o Optiserv Hybrid - \$50

o **All costs incurred in removing the Dispensers and restoring your property to its original condition shall be your responsibility.**

SCA guarantees the performance of the Dispensers. If there is a defect with one of the Dispensers supplied under this Agreement during its lifetime, SCA will repair or replace the Dispenser free of charge, provided that the Dispenser was properly installed, utilized as directed, and supplied continuously with the respective recommended SCA Refills. SCA will not accept responsibility for the results of normal wear and tear, misuse or vandalism.

If you discontinue use of the SCA Refills in the Dispensers for any reason after the term of this Agreement, SCA may demand the return of the Dispensers and all costs incurred in removing the Dispensers and restoring your property to its original condition shall be your responsibility.

SCA shall retain ownership of the Dispensers supplied under this Agreement.

NOTE: Agreements are not in effect until approved by SCA and an executed copy returned to End User by electronic or regular mail.

Agreements not signed within 45 days of document created are subject to cancellation.


Dispenser Information

Dispenser SKU	Description	Quantity
552028	DISP H2 ELEVATION EXPRESS BLK 1/CS	8

End Customer/Distributor Information

End Customer BLYTH & BURROWS
 End Customer # 54269285
 Address 26 EXCHANGE ST
 City PORTLAND
 State/Province ME
 Zip 04101
 Phone 707-294-7735
 Distributor Name PERFORMANCE FS-NORTHCENTER
 Number 20008141
 Distributor Contact
 Current Status New

I/We have read the SCA Dispenser Lease Agreement, including the Tork Advantage terms and conditions, and agree to its terms.


 End Customer Signature
 Darci Pacewicz
 Print Name

5/22/2017
 Date
 executive chef
 Title

Distributor: 1. Please email scanned Agreement to dispenser.administrator@sca.com, or fax signed Agreement to 920-720-4686, then mail original to SCA, Attention: Dispenser Administrator, PO Box 2400 Neenah, WI 54957
 2. Place Agreement # (if applicable) on purchase order and send to assigned Customer Service Representative.
 Document Created Date: 05/22/2017

V.20121017

TORK ADVANTAGE GENERAL TERMS & CONDITIONS

- 1. ENTIRE AGREEMENT:** This Dispenser Lease Agreement together with these General Terms and Conditions (together, the "Agreement") constitute the entire Agreement between the parties regarding the subject matter and supersedes all prior Agreements, whether oral or written, regarding such subject matter. No change in, or departure from the provisions of this Agreement shall be valid unless approved in writing by SCA. No course of dealing or usage of trade shall be applicable to the Agreement.
- 2. OWNERSHIP:** The dispensers (the "Dispensers") loaned or subleased by SCA, (together with its affiliates, "SCA"), or its Distributor under this Agreement shall remain the property of SCA. The End Customer shall use the Dispensers strictly in accordance with the terms of this Agreement and shall not loan, lease, sell, pledge, mortgage, use as collateral or otherwise dispose of the Dispensers. The End Customer shall permit SCA and its distributors and their agents to have access to the Dispensers during regular business hours for the purpose of inspecting, repairing, modifying, exchanging, or removing the Dispensers. The End Customer acknowledges and agrees that Dispensers shall not become fixtures and shall take such steps as SCA may reasonably request to protect SCA's ownership interest in the Dispensers, including granting permission to SCA and its agents to enter End Customer premises for the purpose of removing the Dispensers in the event of termination of the Agreement for any reason.
- 3. RESTRICTED USE:** The End Customer shall use the Dispensers solely for the purpose of dispensing, under the respective trademarks, the related SCA refill products, including SCA's TorkSelect® products (collectively, "Refills"). The use of any product in the Dispensers other than the Refills is strictly prohibited. The End Customer shall not remove or permit others to remove from the Dispensers any parts, labels, trademarks, names, logos, or other markings, or to tamper with, alter, or add devices to the Dispensers in any manner whatsoever.
- 4. WARRANTY; REMEDIES; LIMITATION OF DAMAGES:** OTHER THAN THE LIMITED WARRANTY/GUARANTY EXPRESSLY SET FORTH IN THIS AGREEMENT, SCA AND ITS DISTRIBUTOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE DISPENSERS. Upon discovery of any defect subject to this limited warranty/guaranty, the end customer must immediately report to SCA or its distributor the nature of the defect(s) and the location of the defective dispenser(s). If SCA determines that defects in workmanship or material exist in any Dispenser, SCA shall, at its option, either repair the defects or replace the Dispenser. The End Customer expressly acknowledges and agrees that the remedies stated herein are the sole and exclusive remedies to which the End Customer is entitled for defects in material or workmanship under the limited warranty/guaranty. The End Customer agrees that it shall be responsible for all maintenance and repair of the Dispensers and all costs and expenses related thereto other than items covered by the limited warranty/guaranty. Neither SCA nor its Distributor shall be liable for any losses, damages, costs or expenses resulting from improper installation, improper use, vandalism, abuse or removal of the Dispensers and the warranty/guaranty shall be voided in the event the End Customer uses products other than the Refills in the Dispensers. In no event shall either SCA or its Distributor be liable to the End Customer for indirect, consequential, incidental, special or punitive damages, including but not limited to lost profits.
- 5. REPOSSESSION:** Within thirty (30) days of demand by SCA, the End Customer shall permit SCA, its distributor, or their agents to enter the End Customer's premises during regular business hours and remove the Dispensers at SCA's or its distributor's expense.
- 6. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws principles.
- 7. ASSIGNMENT:** The End Customer may not assign its rights or obligations under the Agreement without prior written consent of SCA. SCA shall have the right, without End Customer's consent, to assign SCA's rights, title and interest under this Agreement to any entity owned or controlled by SCA, or under common ownership or control with SCA, or to any successor in interest.