

30. OTHER

it is also understood and agreed that: Landlord shall have all utilities functioning and available to the tenant in the building, including water, sewer, gas, electric, life safety & alarms systems. Landlord to deliver the space as a finished retail shell with an ADA restroom. Shell to include finished walls, HVAC, Sprinklers, electrical, all cleaning and repairs from fire damage, lighting and an allowance for flooring. Landlord and tenant to mutually agree upon scope of work, floor plan and finishes. Landlord shall move hood system to the back left hand side of the space. Landlord shall stub gas and water /sewers line in the kitchen area.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____ 20____.

TENANT:

Richard Binet
Legal Name of Tenant:

[Signature]
Signature

Owner / Manager / Member
NAME/TITLE

[Signature]
Witness to Tenant

LANDLORD:

416 FORE STREET LLC
Legal Name of Landlord:

[Signature] MEMBER
Signature

JONATHAN S. COTTAGE
NAME/TITLE

[Signature]
Witness to Landlord

GUARANTY
(fill in
delete)

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, Richard E Binet ("GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly or severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 16th day of December 2014.

GUARANTOR:

Richard Binet
Legal Name of Guarantor:

[Signature]
Signature

Owner / Manager / Member
NAME/TITLE

[Signature]
Witness to Guarantor

Form MM-2 Rev. 10/95

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