



Permitting and Inspections Department  
Michael A. Russell, MS, Director

Reviewed for Code Compliance  
Permitting and Inspections Department  
Approved with Conditions

08/08/2018

## Commercial Interior Alteration Checklist

(Including change of use, tenant fit-up\*, amendment and/or interior demolition)

All applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Commercial Interior Alterations Checklist** (this form)
- Plot plan/site plan** showing lot lines, shape and location of all structures, off-street parking areas and noting any dedicated parking for the proposed business
- Proof of Ownership or Tenancy** (If tenant, provide lease or letter of permission from landlord. If owner, provide deed or purchase and sale agreement if the property was purchased within the last 6 months.)
- Key plan** showing the location of the area(s) of renovation within the total building footprint and adjacent tenant uses
- Life Safety Plan** drawn to scale, showing egress capacity, any egress windows, occupancy load, travel distances, common path distance, dead end corridor length, separation of exits, illumination and marking of exits, portables fire extinguishers, fire separations and any fire alarm or fire sprinklers systems
- Existing floor plans/layouts** drawn to scale, including area layout, removals, exits and stairs
- Proposed floor plans/layouts** drawn to scale, including dimensions, individual room uses and plumbing fixtures

*Please note: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions. Construction documents prepared and stamped by a licensed architect or engineer shall be required for certain projects in accordance with the stated [Policy on Requirements for Stamped or Sealed Drawings](#).*

**Additional plans may also require the following** (As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):

- Code information** including use classifications, occupant loads, construction type, existing/proposed fire alarm, smoke and sprinkler protection systems, egress (exits and windows), fire separation areas and fire stopping
- Demolition plans and details for each story** including removal of walls and materials
- Construction and framing details** including structural load design criteria and/or non-structural details
- New stairs** showing the direction of travel, tread and rise dimensions, handrails and guardrails
- Wall and floor/ceiling partition types** including listed fire rated assemblies
- Sections and details** showing all construction materials, floor to ceiling heights, and stair headroom
- New door and window schedules** (include window U-factors)
- Accessibility features and design details** including the Certificate of Accessible Building Compliance
- Project specifications manual**
- A copy of the State Fire Marshal construction and barrier free permits.** For these requirements visit:

[http://www.maine.gov/dps/fmo/plans/about\\_permits.html](http://www.maine.gov/dps/fmo/plans/about_permits.html)

**Food service occupancies** require additional plans and details for review, such as occupant load per square foot area for tables and chairs, number of fixed bar, banquet and booth seating, equipment and plumbing fixture plans with schedule, hood location and interior finish materials. Accessible seating and counter details shall be included, please refer to this site: [http://www.alphaonenow.org/userfiles/resto\\_access\\_sheet.pdf](http://www.alphaonenow.org/userfiles/resto_access_sheet.pdf)

**Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems, appliances and commercial kitchen hoods.**

\*Tenant fit-up: construction necessary within the demising walls of a leased space, including partitions, finishes, fixtures, lighting, power, equipment, etc. making the interior space suitable for the intended occupation.



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## SUBLEASE

**THIS AGREEMENT** made this 1st day of February, 2018, is by and between **VACATIONLAND DISTRIBUTORS, LLC**, a Maine limited liability company, (“Sublandlord”) and **CRAFT COLLECTIVE ME LLC**, a Maine limited liability company (“Subtenant”).

## RECITALS

**A.** Sublandlord and 135 Walton Street LLC (“Prime Landlord”) are the current parties to a Lease dated September 3, 2015 (the “Prime Lease”) with respect to a portion of the building located at 135 Walton St., Portland, Maine (the “Building”).

**B.** Subtenant wishes to sublet from Sublandlord the entire leased premises described in the Prime Lease (the “Subleased Premises”), which Subleased Premises are shown on Exhibit A to the Prime Lease.

**C.** Sublandlord wishes to sublet the Subleased Premises to Subtenant upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

**1. Sublease.** Sublandlord does hereby sublet to the Subtenant, and Subtenant hereby sublets and hires from Sublandlord, the Subleased Premises on the terms and conditions set forth in this Sublease, together with the right to use the walkways and driveways on the Property (subject to reasonable rules and regulations of general application promulgated by the Prime Landlord from time to time, copies of which shall be delivered to Subtenant upon Sublandlord’s receipt of the same) and the parking areas of the Property as Prime Landlord designates as common area under the Prime Lease from time to time.

**2. Prime Lease Terms Apply.** This Sublease is subject and subordinate to the Prime Lease. All terms contained in this Sublease that are not expressly defined herein shall have the same meanings and definitions ascribed to them in the Prime Lease, unless the context requires otherwise. Except as may be inconsistent with the terms hereof or as modified herein, all of the terms, covenants and conditions of the Prime Lease and all rights and obligations of the tenant under the Prime Lease shall apply to this Sublease insofar as they relate to the Subleased Premises, as if Sublandlord was landlord under the Prime Lease and Subtenant was the tenant thereunder and the Subleased Premises were the total Premises under the Prime Lease. Subtenant hereby assumes and agrees to perform and observe all covenants and obligations of Sublandlord under the Prime Lease, including without limitation the obligation to keep the Subleased Premises in good condition and repair. Subtenant shall take no action or suffer or



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permit anything to be done which would constitute a default under, or cause a termination of, the Prime Lease. In the event of default by Subtenant under this Sublease or the Prime Lease, Subtenant agrees that the remedies of Sublandlord with respect to the Subtenant shall be the same as those of Prime Landlord under the Prime Lease. Subtenant hereby acknowledges that it has received a copy of, and has read and is familiar with, the Prime Lease.

3. **Term.**

(a) The term of this Sublease (the "Term") shall commence on March 1, 2018 (such date being the "Commencement Date") and shall expire on December 31, 2019 unless sooner terminated as otherwise provided herein or the Prime Lease. There shall be no renewal option.

(b) Subtenant shall be provided with full possession of the Subleased Premises on the Commencement Date.

4. **Rent.**

(a) **Base Rent.** Starting on the Commencement Date Subtenant covenants and agrees to pay to Sublandlord an annual Base Rent ("Base Rent") in the amounts set forth below for the Term payable in equal monthly installments in the amount specified below for the time period indicated. Base Rent for any partial month shall be equitably prorated. The first monthly installment of base rent shall be due and payable on the Commencement Date. Thereafter, the monthly installments of Base Rent shall be due and payable in advance on the 1<sup>st</sup> day of each month during the Term, without notice, setoff or deduction (except as set forth to the contrary herein), in lawful money of the United States of America at the following address: 165 Warren Avenue, Westbrook, ME 04092, or any other address as Sublandlord shall designate from time to time by written notice to Subtenant.

Period	Rental Rate psf	Annualized Rent	Monthly Installment
3/1/18 – 2/28/19	\$8.50	\$29,444	\$2,453.67
3/1/19 – 12/31/19	\$8.75	\$30,310	\$2,525.83

(b) **Additional Rent.** In addition to Base Rent, Subtenant agrees to pay to Sublandlord "Additional Rent" in the amount equal to the amounts Sublandlord owes to Prime Landlord with respect to "Additional Rent", as that term is defined in the Prime Lease. Subtenant shall pay all Additional Rent to Sublandlord on a monthly basis based on the estimate provided by Prime Landlord. Sublandlord shall notify Subtenant of the results of the annual reconciliation of Operating Expenses as set forth in Section 4(d) of the Prime Lease. Within 30 days after notice to Subtenant of the results of the reconciliation, Sublandlord shall pay any surplus in Additional Rent to Subtenant or Subtenant shall pay any deficiency in Additional Rent to Sublandlord.



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**5. Use, Signage and Quiet Enjoyment.**

(a) Subtenant shall use the Subleased Premises for beverage storage and distribution and no other use. It is the responsibility of Subtenant to obtain all necessary or required permits and approvals, if any, for its proposed use of the Subleased Premises. Subtenant shall use the Subleased Premises and Common Areas in a careful, safe and proper manner and shall not use or permit the Subleased Premises or the common areas to be used for any purposes prohibited by the Prime Lease or any applicable law or ordinances. Subtenant shall keep the Subleased Premises in a neat and sanitary condition and shall not commit or permit any nuisance or waste on or in, or about the Subleased Premises. Subtenant shall dispose of all debris, trash and waste in compliance with all applicable laws and regulations.

(b) No signage shall be permitted unless approved by Sublandlord, which approval shall not be unreasonably withheld, conditioned or delayed so long as it complies with the Prime Lease. All Building signage shall be subject to the prior approval of the Prime Landlord. Any signage installed by or for Subtenant shall be at its own cost and expense and shall comply with all applicable laws and regulations.

(c) Sublandlord covenants that, during the term of this Sublease, and provided that Subtenant is not in default of any of its obligations to Sublandlord, Subtenant shall have peaceful and quiet enjoyment of the Subleased Premises free of all claims arising by, through or under Sublandlord, subject to all of the provisions of this Sublease and of the Prime Lease.

**6. Utilities.** Subtenant shall pay for all electrical and gas service to the Subleased Premises during the Term. Subtenant shall pay for its janitorial services at the Subleased Premises.

**7. [Intentionally Omitted]**

**8. Alterations.**

(a) Subtenant acknowledges that it is leasing the Subleased Premises "as is" and "where is" and that Sublandlord is not responsible for making any improvements or alterations. Subtenant shall not make any improvements, alterations additions or installments to or at the Subleased Premises without Sublandlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed so long as such improvements, alterations additions or installments are permitted under the Prime Lease. With respect to any alterations approved by Sublandlord, Subtenant shall (i) obtain and furnish to Sublandlord any required building permits; and (ii) provide Sublandlord with the "as-built" plans and specifications of any such alterations upon completion of any such alterations.

(b) Subtenant hereby releases and agrees to hold Sublandlord forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with improvements, alterations, additions or installations on or to the



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Subleased Premises, except to the extent that those claims and liabilities arise out of or relate to any defect in the materials or workmanship of Sublandlord's Work or the gross negligence or willful misconduct of Sublandlord or Sublandlord's partners, employees or agents. Subtenant shall pay the cost of all such improvements, alterations, additions, or installations and also the cost of painting, restoring or repairing the Building occasioned by such improvements, alterations, additions, or installations.

(c) Any improvements, alterations, additions or installations made by Subtenant shall comply with all requirements of the Prime Lease (including approval of the Prime Landlord, if required), all insurance requirements and all laws, ordinances, rules and regulations of all applicable governmental authorities, shall be constructed in a good and workmanlike manner, and shall immediately become the property of Sublandlord and surrendered to Sublandlord upon the expiration or termination of this Lease, (with the exception of Subtenant's trade fixtures and other personal property of Subtenant, which items Subtenant shall have the right to remove from the Subleased Premises without Sublandlord's consent) and unless required to be removed as provided in the next sentence. Upon expiration or other termination of this Lease, Subtenant shall, upon written demand by Sublandlord, at Subtenant's sole cost and expense, promptly and with all due diligence remove any alterations, additions or improvements made by Subtenant and designated by Sublandlord to be removed and shall repair any damage to the Building caused by such removal.

(d) Subtenant is responsible for preventing the filing of any liens against the Subleased Premises or the Building, whether for work done by Subtenant or for Subtenant's personal property taxes, and if any such lien is filed, Subtenant shall cause the same to be discharged at its expense within thirty (30) days of filing. Subtenant shall indemnify, defend and hold harmless Sublandlord and Prime Landlord from and against the filing of any such lien and all costs and expenses, including reasonable attorneys' fees, incurred by Sublandlord or Prime Landlord in connection therewith. If Subtenant fails to discharge any lien as required under this subsection, then either Sublandlord or Prime Landlord may do so and recover all costs thereof, including reasonable attorneys' fees, from Subtenant or any guarantor under this Sublease.

## 9. Default.

(a) If Subtenant shall: (i) fail to pay any installment of Base Rent or Additional Rent hereby reserved within five (5) days of the due date; or (ii) default in fulfilling any of the covenants or provisions of this Sublease on its part to be performed (including a failure to comply with any terms of the Prime Lease applicable to the Subleased Premises, as provided herein) and shall fail to remedy such default within twenty (20) days after Sublandlord shall have given Subtenant written notice of such default (which written notice shall specify in detail the nature of such default), provided, however, that if the nature of Subtenant's obligation is such that more than twenty (20) days are required for performance then Subtenant shall not be in default if Subtenant commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion, then Sublandlord shall have any right, power or remedy permitted to it by law or equity, including without limitation, the right to



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terminate this Sublease. In addition, in the event of default by Subtenant under this Sublease, Subtenant agrees that Sublandlord shall have all of the remedies with respect to the Subtenant as the Prime Landlord has with respect to Sublandlord in the event of a default by Sublandlord under the Prime Lease provided, however, that recognizing that the relationship between Sublandlord and Subtenant is a sublease and that any action required or failed to be taken by Subtenant hereunder may place Sublandlord in default of its obligations under the Prime Lease, the parties hereby agree that Subtenant shall have a shorter period of time to cure its defaults and to exercise its rights under the Sublease than the Sublandlord has under the Prime Lease. Therefore, and without limiting the foregoing, it is agreed that, as applicable to this Sublease and Subtenant's obligations hereunder, including without limitation any obligations of Subtenant to perform the obligations of Tenant as set forth in the Prime Lease, the reference to any cure period set forth in the Prime Lease shall be deemed, for purposes of this Sublease, to be five (5) days shorter than any such cure period provided in the Prime Lease.

(b) Sublandlord shall not be in default under the terms of this Sublease unless Sublandlord fails to perform obligations required of Sublandlord within thirty (30) days after Subtenant's written notice is sent to Sublandlord specifying wherein Sublandlord has failed to perform such obligations; provided, however, that if the nature of Sublandlord's obligation is such that more than thirty (30) days are required for performance then Sublandlord shall not be in default if Sublandlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Sublandlord shall provide Subtenant with a copy of any notice of default sent by Prime Landlord promptly upon Sublandlord's receipt of same.

**10. Enforcement of Prime Landlord Obligations.** Subtenant acknowledges and agrees that Sublandlord shall have no obligation to perform any of the obligations of Prime Landlord as set forth in the Prime Lease, including without limitation the performance of any work or the furnishing of any maintenance, repair or other services to the Subleased Premises, and Subtenant agrees to look solely to Prime Landlord for the performance of any and all such obligations, subject, however, to the terms of the Prime Lease. Sublandlord shall diligently use good faith and reasonable efforts to enforce Prime Landlord's obligations to the Sublandlord under the Prime Lease as the same may affect the Subleased Premises.

**11. Notice.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) two days after depositing in the United States mail, if sent by registered or certified mail (return receipt requested), (b) when physically received, if delivered personally, or (c) when delivered, if sent by overnight United States mail or by nationally recognized overnight courier, in each case to the parties at the following addresses or email addresses (or at such other addresses or email addresses as shall be specified by like notice):

Subtenant:                      Craft Collective ME LLC  
   378 Page Street, Suite 13  
   Stoughton, MA 02072



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Sublandlord: Vacationland Distributors, LLC  
165 Warren Avenue  
Westbrook, ME 04092

**12. Brokerage.** Subtenant represents and warrants to Sublandlord that it has not dealt with or engaged a real estate broker or sales representative in connection with this Sublease. Subtenant agrees to indemnify and hold harmless Sublandlord and its partners from and against any threatened or asserted claims, liabilities, losses or judgments (including reasonable attorneys' fees and disbursements) by any real estate broker or sales representative arising out of or in connection with a breach of the foregoing representation or agreements by Subtenant. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

**13. Amendments to Prime Lease.** Subtenant's consent shall not be needed with respect to any future amendment to the Prime Lease unless Sublandlord reasonably believes that such amendment would materially or adversely affect the terms of this Sublease. If Subtenant's consent is required to any such amendment as set forth above, such consent shall not be unreasonably withheld, conditioned or delayed. In all cases, however, Sublandlord shall provide promptly Subtenant with a copy of all amendments to the Prime Lease.

**14. Insurance and Waiver of Subrogation.** Subtenant specifically agrees to take out and continuously maintain during the term of this Sublease insurance of the same types and amounts required by the Prime Lease, but in any event not less than One Million Dollars (\$1,000,000). Any such policy shall be written as a primary policy not contributing with and not in excess of any coverage that Sublandlord may carry. All policies of public liability insurance maintained by Subtenant pursuant to this Section shall include Sublandlord and Prime Landlord as additional insured. Subtenant shall deliver to Sublandlord certificates of insurance evidencing the existence of all insurance required to be carried by Subtenant pursuant to this Sublease, and evidence of the renewal of such insurance from time to time. Each certificate of insurance shall stipulate that the insurance evidenced thereby shall not be reduced, cancelled or modified without twenty (20) days prior written notice being given by the insurer to Sublandlord and Subtenant. Subtenant and Sublandlord agree that any casualty insurance policy or policies maintained by either of them and applicable to the Subleased Premises and any property located at or in the Subleased Premises shall name the other party as an additional loss payee as its interest may appear and shall include appropriate clauses pursuant to which the insurance companies (i) waive all right of subrogation against the other party with respect to losses payable under such policies and (ii) agree that such policy shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. To the extent of Subtenant's or Sublandlord's respective actual recovery for loss or damage under such insurance policy or policies, Subtenant and Sublandlord each hereby waive any and all right of recovery which it might otherwise have against the other party, its shareholders, officers, servants, agents and employees, for any loss or damage, notwithstanding that such loss or damage may result from the negligence or fault of such other party, its shareholders, officers, servants, agents or employees. Notwithstanding anything else to the



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contrary herein, upon execution of this Sublease Sublandlord shall deliver to Subtenant certificates of insurance evidencing the existence of all insurance required to be carried by Sublandlord pursuant to the Prime Lease and evidence of the renewal of such insurance from time to time.

**15. Release and Indemnity.**

(a) Except to the extent caused by the gross negligence or willful act of Sublandlord or Sublandlord's partners, employees or agents, Subtenant shall neither hold nor attempt to hold Sublandlord or Sublandlord's partners, employees or agents liable for, and Subtenant shall defend, hold harmless and indemnify Sublandlord and Sublandlord's partners, employees or agents from and against any and all demands, claims, causes of action, liabilities or judgments, and any and all expenses and costs (including, without limitation, attorneys' fees) incurred by Sublandlord in investigating and resisting the same, incurred in connection with or as a result of, or arising from any of the following:

(i) use or occupancy of the Subleased Premises by Subtenant, its agents, employees, contractors, subtenants, invitees or visitors;

(ii) any acts, omissions or negligence of Subtenant, its agents, employees, contractors, subtenants, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind, or from any breach or default in the performance of any provisions of this Sublease by any of such persons, or any activity, work or other thing done, permitted or suffered by any of such persons; or

(iii) any injury or damage to the person, property or business of Subtenant, its agents, employees, contractors, invitees, visitors or any other person entering upon the Subleased Premises.

(b) Neither Sublandlord, nor its partners, employees or agents shall be liable for, and Subtenant hereby releases such parties from, all claims for loss of life, personal injury or damage to property or business sustained by Subtenant or any person claiming by or through Subtenant resulting from any fire, accident, occurrence or condition in or upon the Subleased Premises, except to the extent caused by the gross negligence or willful act of Sublandlord or Sublandlord's partners, employees or agents. Subtenant agrees to use and occupy the Subleased Premises at its own risk. Sublandlord shall have no responsibility or liability for any such loss or injury or for any loss of or damage to fixtures or personal property of Subtenant, except to the extent caused by the gross negligence or willful act of Sublandlord or Sublandlord's partners, employees or agents.

(c) The provisions of this Section shall survive the termination or expiration of this Sublease.

**16. Assignment and Subletting.** Subtenant shall not assign, mortgage or encumber





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this Sublease or any interest herein or sublet all or any part of the Subleased Premises without the prior written approval of Prime Landlord and of Sublandlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any attempt at assignment or sublease in violation of this section shall be null and void and shall confer no rights on any third party and shall, at the option of Sublandlord, be a default hereunder. Any costs due to Prime Landlord with respect to any proposed assignment or sublease shall be Subtenant's responsibility.

**17. Right of Entry.** Except in the case of emergency, Sublandlord shall enter the Subleased Premises only during business hours and after delivering prior notice to Subtenant which is reasonable under the circumstances (twenty-four (24) hour notice being considered reasonable except in the case of emergencies), provided, however, that Sublandlord agrees to use commercially reasonable efforts to minimize disruption and disturbance of Subtenant's operations at the Subleased Premises in any entry thereon. Subtenant acknowledges that Prime Landlord shall have entry rights as provided under the Prime Lease.

**18. Surrender of the Subleased Premises.** Subtenant shall at the expiration or other termination of this Sublease remove all of Subtenant's goods and effects from the Subleased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by Subtenant, either inside or outside the Subleased Premises and repair any damage resulting from such removal. Any alterations or additions shall be removed and the Subleased Premises restored to the condition which existed as of the Commencement Date, unless otherwise permitted by Sublandlord in writing. Subtenant shall deliver to Sublandlord the Subleased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Subleased Premises that Sublandlord permits to remain (with the exception of Subtenant's trade fixtures and other personal property, which items Subtenant shall have the right to remove from the Subleased Premises without Sublandlord's consent), in the same condition as they were at the Commencement Date of the Term, or as they were put in during the Term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.

**19. Sublandlord.** "Sublandlord" means only the owner of the Sublandlord's interest in the Prime Lease for the time being so that in the event of any transfer or assignment of the Sublandlord's interest in the Prime Lease, Sublandlord shall be and hereby is entirely released and discharged from any and all further liability and obligations of Sublandlord hereunder, except any that may have theretofore accrued. Notwithstanding anything to the contrary provided in this Sublease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any officer, director or employee of Sublandlord with respect to any of the terms, covenants and conditions of this Sublease and that Subtenant shall look solely to the interest of Sublandlord or such successor in interest in the Prime Lease for the satisfaction of each and every remedy of the Subtenant in the event of any breach by Sublandlord or by such successor in interest of any of the terms, covenants and conditions of this Sublease to be performed by Sublandlord, such exculpation of personal liability to be absolute and without any exception whatsoever.



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20. **Security Deposit.** On or before the Commencement Date, Subtenant shall pay Sublandlord a security deposit of \$2,500.00 to be held by Sublandlord in a non-interest bearing account to secure Subtenant's obligations under this Sublease.

21. **Binding Effect.** This Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. **Landlord Consent.** This Sublease is expressly conditioned upon obtaining the written consent of Prime Landlord and the written consent of any mortgagee, ground lessor or other third party required under the Prime Lease (collectively, "Prime Landlord Consent"). If the Prime Landlord Consent is not obtained within thirty (30) days from execution of this Sublease, Sublandlord may terminate this Amendment upon written notice to Subtenant.

23. **Security.** It shall be a condition of Sublandlord's obligations herein that Craft Collective, Inc. shall guaranty the obligations of Subtenant by execution of the Guaranty attached hereto as **Exhibit A.** In addition, the Subtenant shall deposit \$2,453.67 with the Sublandlord as security for his performance herein. The deposit will be returned to the lessee within fifteen (15) days of the end of the Sublease. Additionally, at the commencement of this lease, the Subtenant shall pre-pay to the Sublandlord the last month's rent of \$2,525.83.

24. **Amendments.** This Sublease may only be amended by written instrument executed by both Subtenant and Sublandlord. Any amendment to this Sublease shall also require the consent of Prime Landlord.

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IN WITNESS WHEREOF, the parties have hereto executed this Sublease on the date above written.

**WITNESSED BY:**

**SUBLANDLORD:**

**VACATIONLAND DISTRIBUTORS, LLC,**  
a Maine limited liability company

By:   
Name: James J. Brown  
Its: President

**SUBTENANT:**

**CRAFT COLLECTIVE ME LLC,** a Maine  
limited liability company

By:   
Name: Adam Oliveri  
Its: Manager



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## EXHIBIT A

### GUARANTY

THIS GUARANTY (this "Guaranty") dated as of February 15, 2018 is given by **Craft Collective, Inc. a company whose address** is 378 Page Street, Suite 13, Stoughton, MA 02072 (referred to herein as "Guarantor") for the benefit of **VACATIONLAND DISTRIBUTORS, LLC**, ("Sublandlord").

### RECITALS

A. Sublandlord has entered into a Sublease (the "Sublease") dated February \_\_\_\_, 2018 with Craft Collective ME LLC, a Maine limited liability company ("Subtenant") covering certain premises situated in Portland, Maine. On or about the date hereof, Sublandlord and Subtenant have entered into the Sublease.

B. Guarantor is the parent company of the Subtenant and has agreed to execute this Guaranty as an inducement for Sublandlord to enter into the Sublease. Sublandlord is unwilling to enter into the Sublease but for the Guarantor's guaranty of Subtenant's obligations.

NOW THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Guarantor hereby agrees with Sublandlord as follows:

### AGREEMENT

1. Guarantor hereby unconditionally guarantees to Sublandlord the full and prompt performance and observance of all covenants, conditions and agreements provided to be performed and observed by Subtenant under the Sublease. If Subtenant or Subtenant's successors or assigns shall fail to pay to Sublandlord any amounts due under the Sublease, then Guarantor shall, on written demand of Sublandlord, pay to Sublandlord the rent and other charges due under the Sublease. This Guaranty shall remain and continue in full force and effect as to any modification or amendment of the Lease regardless of whether Guarantor has consented thereto. Sublandlord may proceed directly to enforce Sublandlord's rights under this Guaranty without proceeding against or joining Subtenant, Guarantor hereby waiving any rights Guarantor may have to compel Sublandlord to proceed against Subtenant. This Guaranty shall not be affected by, and the obligations of Guarantor hereunder shall not be released as a result of, (i) any waiver by Sublandlord or by any failure of Sublandlord to enforce rights against Subtenant under the Sublease, (ii) failure of Sublandlord to insist on strict performance of all provisions of the Sublease, or (iii) Sublandlord's receipt, application or release of any security given for the performance and observation of Subtenant's obligations under the Sublease. Guarantor hereby waives notice of any breach or default by Subtenant under the Lease.



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2. The liability of Guarantor hereunder shall in no way be affected by (a) the filing by or against Subtenant of any bankruptcy or similar proceeding or by the release or discharge of Subtenant in any creditors', receivership, bankruptcy or other proceedings; (b) the impairment, limitation, or modification of the liability of Subtenant or the estate of Subtenant in bankruptcy, or of any remedy for the enforcement of Subtenant's liability under the Lease resulting from the operation of any present or future provision of any bankruptcy law or other statute or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Subtenant; (e) any disability or other defense of Subtenant; or (f) the cessation of liability of Subtenant from any cause whatsoever. Guarantor hereby waives all guaranty and suretyship defenses. Guarantor further agrees that if at any time any payment of any obligation guaranteed hereunder is rescinded or must be otherwise repaid or restored by Sublandlord upon or as a result of the bankruptcy of Subtenant or by the order of any court, then this Guaranty and the obligations hereunder shall continue to be effective, or shall be reinstated, as the case may be, so as to include and be applicable to any payment so rescinded, repaid or restored.

3. Until the covenants and conditions in the Sublease on Subtenant's part to be performed and observed are fully performed and observed, Guarantor (a) shall have no right to subrogation against Subtenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of the Guarantor hereunder, (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Subtenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Subtenant now or hereafter held by Guarantor to the obligations of Subtenant to the Sublandlord under the Sublease.

4. All demands, notices or other communications hereunder intended for Guarantor shall be in writing and shall be deemed effective (a) at the time actually received by Guarantor, or (b) three (3) days after mailing by certified mail, return receipt requested, or one (1) day after the date sent in the case of delivery by overnight express service, addressed to Guarantor as follows:

**Craft Collective, Inc.**  
**Attn: Adam Oliveri**  
**378 Page Street, Suite 13**  
**Stoughton, MA 02072**

or at such other address as may be designated by Guarantor for future notices to it by written notice given to Sublandlord in the manner specified in the Lease.

5. Guarantor agrees to reimburse Sublandlord, upon demand, for all the reasonable costs incurred by Sublandlord in enforcing this Guaranty, including attorneys' fees.

6. Sublandlord shall be entitled to assign Sublandlord's rights hereunder from time to time to any assignee of the Lease to the extent of the interest assigned, and any such



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assignment of the Lease shall constitute an assignment of the rights of Sublandlord hereunder. Guarantor shall not be entitled to assign Guarantor's rights or delegate Guarantor's duties hereunder without the prior written consent of Sublandlord. Any such assignment or delegation by Guarantor, with or without Sublandlord's written consent, shall not relieve Guarantor of liability under this Guaranty.

7. Subject to the provisions of Paragraph 6 above, this Guaranty shall be binding upon Guarantor and shall inure to the benefit of Sublandlord and their respective heirs, personal representatives, successors and assigns. The death of Guarantor shall not terminate the duties of Guarantor or Guarantor's successors and assigns under this Guaranty. Prime Landlord is an intended third party beneficiary of this Guaranty, with direct rights of enforcement hereunder.

8. This Guaranty shall be construed and governed by the laws of the State of Maine, excluding any choice of laws provisions or conflict of laws principles which would require reference to the laws of any other jurisdiction. The Guarantor agrees that any suit for the enforcement of this Guaranty may be brought in the courts of the Commonwealth of Virginia or any Federal Court sitting therein and consents to service of process in any such suit being made upon the Guarantor by mail at the address specified in Section 4 hereof.

IN WITNESS WHEREOF, this instrument was executed by the undersigned, as of the date first set forth above.

WITNESS:

GUARANTOR:

Craft Collective, Inc.  
by Adam Oliveri, its Chief Executive Officer