

41-A-1

10-79900031

Portland Fish Pier
Dropping Springs Bait Facility
Portland Fish Exchange

add to Spreadsheet



PORTLAND MAINE

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Planning & Urban Development Department

Penny St. Louis Littell, Director

Planning Division

Alexander Jaegerman, Director

October 25, 2010

Bert Jongerden, General Manager
Portland Fish Exchange
6 Portland Fish Pier
Portland, Maine 04101

RE: Dropping Springs Bait

CBL: 041-A001-001
Application ID: 10-79900031

Dear Mr. Jongerden,

On October 19, 2010, the Portland Planning Authority approved a minor site plan for the Dropping Springs Bait facility at the Portland Fish Pier as submitted by The Portland Fish Exchange and shown on the approved plan prepared by Woodard and Curran Engineers and dated September 2010 with the following conditions:

1. All proposed catchbasins shall meet city design standards using 4' dia. precast concrete with a three foot sump, unless otherwise approved by the Department of Public Services prior to installation.
2. Any proposed connections into the existing catchbasin for site stormwater drainage shall be cored and "booted" connections.
3. The operation shall be constructed and operated in compliance with all permits and requirements of Maine Department of Environmental Protection.
4. No exterior lighting was proposed and none is approved with this application. The applicant shall apply to the Planning Authority for review and approval of any such lighting prior to installation.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Please note the following provisions and requirements for all site plan approvals:

1. The site shall be developed and maintained as depicted in the site plan and the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site

Alexander Jaegerman
Planning Division Director

Attachments:

1. Performance Guarantee Packet

Electronic Distribution:

Penny St. Louis Littell, Director of Planning and Urban Development
Alexander Jaegerman, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Bill Needelman, Senior Planner
Philip DiPierro, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Tammy Munson, Inspections Division Director
Gayle Guertin, Inspections Division
Lisa Danforth, Inspections Division
Lannie Dobson, Inspections Division
Michael Bobinsky, Public Services Director
Kathi Earley, Public Services
Bill Clark, Public Services
David Margolis-Pineo, Deputy City Engineer
Todd Merkle, Public Services
Greg Vining, Public Services
John Low, Public Services
Jane Ward, Public Services
Keith Gautreau, Fire
Jeff Tarling, City Arborist
Tom Errico, Wilbur Smith Consulting Engineers
Dan Goyette, Woodard & Curran
Assessor's Office
Approval Letter File
Hard Copy: Project File

City of Portland
Development Review Application
Planning Division Transmittal form

Application Number: 10-79900031 **Application Date:**

Project Name: DROPPING SPRINGS BAIT

Address: 1 Portland Fish Pier **CBL:** 041 - A-001-001

Project Description: Portland Fish Pier; 6a; Relocation Of Dropping Springs Bait Co.,
Portland Fish Exch., Applicant.

Zoning: N/A

Other Reviews Required:

Review Type: MINOR SITE PLAN

Applicant:
PORTLAND FISH EXCHANGE

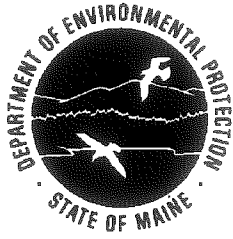
6 PORT FISH PIER
Portland Me 04101

Distribution List:

<input type="checkbox"/> Planner	William Needelman, Aicp	<input type="checkbox"/> Parking	John Peverada
<input type="checkbox"/> Zoning Administrator	Marge Schmuckal	<input type="checkbox"/> Design Review	Alex Jaegerman
<input type="checkbox"/> Traffic	Tom Errico	<input type="checkbox"/> Corporation Counsel	Danielle West-Chuhta
<input type="checkbox"/> Stormwater	Dan Goyette	<input type="checkbox"/> Sanitary Sewer	John Emerson
<input type="checkbox"/> Fire Department	Keith Gautreau	<input type="checkbox"/> Inspections	Tammy Munson
<input type="checkbox"/> City Arborist	Jeff Tarling	<input type="checkbox"/> Historic Preservation	Deb Andrews
<input type="checkbox"/> Engineering	David Margolis- Pineo	<input type="checkbox"/> Outside Agency	
		<input type="checkbox"/> DRC Coordinator	Phil DiPierro

Preliminary Comments needed by:

Final Comments needed by:



October 13, 2010

Doug Roncarati
Stormwater Program Coordinator
City of Portland
55 Portland Street
Portland, ME 04101

Re: Portland Fish Pier Bait Operation Discharging to the City's MS4

Dear Doug,

The Department has reviewed the City of Portland's letter regarding Dropping Springs Bait Company and its associated discharge to the City's isolated MS4 on the pier and then directly to the harbor. The City proposes to modify the outfall such that the discharge will always be below the water level during all tide conditions prior to any non-stormwater discharges from the Dropping Springs Bait operation. The Department has discussed several options for this discharge with City Attorney, Mary Costigan. Based on these discussions, the Department will allow the non-stormwater discharge from Dropping Springs to the MS4 on the Portland Fish Pier and waive the non-stormwater discharge requirements for this one outfall pursuant to Maine's MS4 General Permit requirements provided that the City conducts at a minimum quarterly inspections of this MS4 and submit the results annually.

The discharge of pollutants to waters of the state requires a license from the Department pursuant to 38 M.R.S.A. §413. Currently the Department is developing standards for discharges from herring transfer facilities or operations which is likely to include discharging below the waterline and some level of screening. Screening level has not yet been determined and will take additional research to determine technically feasible and appropriate technology.

Until permit standards are developed, the Department is exercising enforcement discretion with these facilities unless significant impacts are noted.

The proposal from the City of Portland appears to improve the current situation, and the City's willingness to work with the Department on development of potential standards may be useful. Therefore, I expect the Department will continue to exercise enforcement discretion with this operation until permit standards are developed.

If you have any additional questions on this matter do not hesitate to call me.

Sincerely,



David Ladd
Municipal and Industrial Stormwater Coordinator
Maine DEP
17 State House Station
Augusta, ME 04333-0017
(207) 287-5404
FAX: (207) 287-7826
[MAILTO:david.ladd@maine.gov](mailto:david.ladd@maine.gov)

Think Blue

Clean Water Starts With You!

Cc: File MER041024
Mary Costigan, Portland Associate Corporation Counsel
Brian Kavanah, Director of Water Quality Management

Level II Site Plan Final Application
Dropping Springs Bait Co., LLC

City of Portland
389 Congress Street
Portland, Me 04102

September 10, 2010

Presented by:

Portland Fish Exchange and Woodward
& Curran

207-773-0017

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September 10, 2010

City of Portland
389 Congress Street
Portland, Me 04101

RE: Level II Final Site Plan Application

Dear Planning Board,

On behalf of Dropping Springs Bait Co., LLC, the Portland Fish Exchange is submitting an application to the Planning Department to obtain the required site-use permit for approximately 7400 sq ft of leased space on the Portland Fish Pier. The supporting documentation will be used by the planning staff in their review. These documents were prepared in accordance with the Site Plan Checklist and direction given by staff members following a pre-application meeting.

This application is for a Final Level II Site Plan Review. An additional request for a building/electrical permit for construction of a 50 X 30 metal frame building, to be placed on an elevated concrete slab, (non-occupied cooler building), to store seafood will be needed.

Dropping Springs Bait Co, LLC is a locally owned company that supplies lobster bait to a co-operative of lobster boats located on or near Chebeague Island. Dropping Springs Bait Co, LLC has a 6 year lease with 6 year renewal for space in the 'Net-Yard', located on the Portland Fish Pier. A lease is in force between the primary tenant, Portland Fish Exchange, and Dropping Springs Bait Co., LLC. Portland Fish Exchange has a lease in force until 2019 with the Portland Fish Pier Authority that includes lot 4, 5, 7, 8 and a portion of lot 9, along with the auction building, piers 1, 2 and 3 and the extension berthing pier.

For the Board of the Portland Fish Exchange, I submit this application and appreciate your efforts to expedite the review. The goal is to receive site plan approval, bid the work and have all site construction completed end of November.

Sincerely,

Bert Jongerden, General Manager
Portland Fish Exchange
6 Portland Fish Pier
Portland, Me 04101
207-773-0017
bjongerden@pfex.org

Dropping Springs Site Plan Analysis

Dropping Springs Bait Co., LLC is a Portland, Maine based wholesale lobster-bait operation that is incorporated as a limited liability corporation owned by a co-operative group of 36 individuals, most being active lobstermen located on or near Chebeague Island, Maine. Jeff Legere is the Operations Manager and Heidi Todd, Business Manager. The operation's current location is on Lot #8, located on the Portland Fish Pier. The business relocated in May of 2010 from Sturdivant Wharf in Portland, Maine after 3 years of operation. The owner of Sturdivant Wharf desired to market the property in a different direction creating the need for Dropping Springs to find an alternate location on the Portland waterfront. During December of 2009, the Portland Fish Exchange Board of Directors deemed lot #8 as surplus to the Exchange's needs and marketed the space for a compatible waterfront business.

Though the business is currently operational, a recent determination was made to relocate Dropping Springs onto a portion of Lot #7 of the Portland Fish Pier. The relocation will achieve a number of efficiencies for Dropping Springs operations and provide a better area for commercial fishing gear repair, herring pumping, truck traffic flow, and improve the site by eliminating the ground-based reefer trailers, (used for bait storage). By removing the trailers, both decibel levels and exhaust created by the diesel refrigeration units that are attached to the trailers will be eliminated. The relocation will insure that a right-of-way from Cumberland Wharf into the Net-yard will remain accessible for emergency vehicles. With the elimination of the ground-based reefer trailers, cold storage of bait will be relocated to a new construction, 50 x 30 x 14 metal building to be built on the site. 4 dedicated parking spaces are allocated for the business needs on lot # 9.

Dropping Springs Bait Co., LLC business model is straight-forward and simplistic. Whole, fresh fish such as pogies, (menhaden) and herring are delivered to the site, off-loaded and salted into 55 gallon drums. The drums of salted fish are either held under refrigeration or loaded onto a 'smack-boat' for transport to Chebeague Island, (located in Casco Bay), for subsequent distribution to the co-operative members. Live lobster is first off-loaded from the smack-boat onto a tractor-trailer prior to barrels being loaded. The business is seasonal; typically a start-up in May, a vigorous period from June to October, with a wind-down in November. December to April operations are minimal.

Improvements to the site will include, but not inclusive of, pavement cutting and removal of guard-rails. Relocation of a horizontal net-roller and removal & demolishing of a vertical net-roller and pulling-bollard. The site will be re-graded and concrete curbing added to improve drainage. An additional ground-based storm drain will be added to aid drainage under the office trailer. A 50 x 30 concrete pad will be poured for the cooler building. The hoist and operational equipment used by Dropping Springs will be relocated and wired into the Exchange building. Repaving and re-installation of guard-rails will complete the site work. (With the exception of the cooler building erection, installation of a refrigeration system and electrical connection to the Exchange building.)

Woodward & Curran will provide stamped site-plan drawings; the contact person for Woodward & Curran is Dan Goyette. The Portland Fish Exchange will provide all the required documentation requested by the Planning Department staff; the contact person for the Portland Fish Exchange is Bert Jongerden.

Supporting Documentation

- Copy of Portland Fish Exchange Lease with Portland Fish Pier Authority
- Copy of Dropping Springs Lease with Portland Fish Exchange

Development Description

Company Background

Dropping Springs Bait Co., LLC was formed in 2007 to insure a steady supply of lobster bait to a co-operative of lobsterman on Chebeague Island, Maine. Operations commenced on Sturdivant Wharf, located on Commercial Street, on the Portland waterfront, until the business relocated to the Portland Fish Pier in May of 2010.

The business currently operates on 6400 +/- sq feet of level, paved land located on lot # 8 of the Fish Pier. The site has 80 lineal feet of deep-water access to load the company's smack-boat. Loading & offloading is accomplished by electric hoist. The Portland Fish Exchange additionally leases to Dropping Springs 700 sq ft of office-space located within and subdivided in the administration trailer.

The operation will move to a slightly larger site to the south-west corner of the net-yard to include 7400 +/- sq ft and maintain the 700 sq ft of office space.

Dropping Springs is a stable, co-operatively owned business. The lobster resource is not over-fished or is over-fishing occurring. Supplies of fresh herring and menhaden are available when the operation is busiest. Though quotas are in place for herring, Dropping Springs has established contacts and a solid reputation amongst the suppliers and fisherman. Though supplies of wild-caught fish can be unstable, Dropping Springs can also source others fishery products to insure a steady supply of bait for the co-operatives lobsterman.

At this time the improved site should be adequate for Dropping Springs operational needs, though, a possibility exists that future growth may require more space.

Proposed Use of Site

The Site will be used for the receiving, processing, cold-storage and subsequent distribution by vessel and truck of salted and barreled seafood products by Dropping Springs Bait Co., LLC.

Fresh herring, menhaden or other seafood products will be delivered by tractor-trailer, tanker, box truck, van trailer or covered, open-body dump vehicle. Fresh herring or menhaden may be delivered by vessel, pumped through the Exchange's de-watering tower located in the adjacent net-yard.

The site will be used to off-load and re-load onto a tractor-trailer; crates of fresh, live lobster delivered by the smack-boat from the Chebeague Island co-operative.

Trucks are loaded and reloaded using (2) outdoor forklifts powered with propane. There are no loading docks.

The site may not be used to vessel off-load other seafood products other than lobsters per the lease agreement with the Portland Fish Exchange.

The site may not be used to load other seafood products other than bait onto vessels per the lease with Portland Fish Exchange.

Dropping Springs will also occupy 700 sq ft of office space located in the Portland Fish Exchange administrative trailer for the expressed use of Dropping Springs Bait Co., LLC and Calendar Islands Lobster Co.

Dropping Springs Bait Co., LLC, may not sub-lease any section, portion or space in its entirety without specific written permission of the Portland Fish Exchange Board and the Portland Fish Authority Board.

The site is located in the Waterfront Central Zone; Dropping Springs Bait Co., LLC is a marine related business supporting the lobster fishing industry.

There will be no Change-of-Use or Conditional permit requested or required.

Processing

Dropping Springs Bait Co., LLC provides salted, barreled seafood products used as bait for the lobster fishery.

The processing of whole, in-the-round fish into a stable and usable bait product is accomplished by adding salt to the whole fish. Salting and curing fish to create shelf stability goes back hundreds of years.

The processing is rather straight-forward; whole, fresh herring or menhaden are dumped into a 1,000 lb stainless steel hopper by using a rotating fork-lift emptying x-actics, or either a dump-body truck or tanker is backed up to the hopper and fish allowed to flow into the hopper at a prescribed rate. **Please note that the fish are not gutted or filleted in any fashion or method.** The fish move up a paddle conveyor and are mixed with salt, (the machinery is referred to as a 'Bait-O-Later'). Salted fish are directed by a rotating chute into (4) plastic, 55 gallon barrels staged on a standard 4 way pallet. When the barrels are full, a fork-lift moves the pallet into the cooler for storage.

For reference, a typical tractor-trailer will hold 40,000 lbs of dry, fresh fish - the yield of barreled bait would be 100 on 26 pallets.

The fresh fish that is delivered has a minimal amount of water present; during processing, some water, brine and blood-water will be present.

After processing, any remaining fish or parts will be shoveled-up and placed into a dumpster or re-claimed as usable bait and the site will be rinsed using sea-water pulled from the harbor. The resulting wash-down will be directed into a storm-drain on the site that returns to the harbor.

No other processing or value adding is conducted on the site.

Materials Stored/Used on Site

Dropping Springs Bait Co., LLC uses the following materials, in quantities indicated, on site in the conduct of their business:

Plastic 55 gallon barrels	1100
Pallet, 4 way hardwood	200
X-actics, (fish tubs)	50
Salt	26 pallet bags

Logistically, 104 pallets with 416 barrels can be stored in the cooler space and an additional 220 barrels on 55 pallets will be in transit, leaving an estimated 450 barrels and 41 pallets on site.

Please refer to site-plan as to designated storage locations for the above materials.

Cooler Storage Building

Currently, Dropping Springs Bait Co., LLC, uses (4) 8 ft wide x 46 ft long by 7 ft tall, refrigerated storage trailers to store salted, barreled lobster bait. The chassis have been removed and the trailers have been ground-placed. Wooden ramps give access into the trailers for fork-lifts and each trailer has (4) drains allowing the brine water to exit the cooler.

The new site plan calls for a 50 ft x 30 ft concrete pad to be placed and poured in the south-west corner of lot #7. The pad placement will allow 5 ft set-backs from the Exchange building, administrative trailer and harbor-side bulkhead. The pad will meet the 12 ft elevation required for FEMA flood plan maps for that location in the harbor. The cooler will be level with the surrounding area allowing fork-lifts to enter and exit the building.

The pad will be inclined from back to front, west to east, to allow any brine water or rinsing operation to direct the water flow to an existing storm-drain. The rinsing operation uses sea-water pumped from the Fore River in the immediate location of the cooler building. The sea-water will flow into the storm drain and return into the harbor. Per Planning Department staff, (during the pre-application meeting), DEP approval will not be required for storm-water run-off, to include additional sea-water pumped onto the site used to rinse the area.

The cooler building and cooling equipment will be purchased by a partnership of Waterfront Maine, LLC and Pierce Atwood and subsequently donated to the Portland Fish Exchange. The Exchange will allow Dropping Springs Bait Co., LLC exclusive use of the cooler for the storage of salted and barreled bait. The cooler building will be wired to an existing 480 volt 3-phase sub-metered electric service. Dropping Springs currently uses this service to power the hoist, bait salting equipment and wash-down pump. A qualified electrician will verify service availability to additionally power the refrigeration system. Dropping Springs Bait Co., LLC will remove the (4) ground-based reefer trailers and sell at market-cost. The condensing units will either be placed on the Exchange building roof or placed onto a ground-based pad located behind and between the cooler building and the Exchange building.

Supporting Documentation:

- Memorandum of Agreement between Dropping Springs Bait Co., LLC, Pierce Atwood and Waterfront Maine

Traffic

In-Bound

Dropping Springs receives fresh, herring & menhaden along with other seafood products in and on a variety of truck & trailer or tanker configurations as follows:

- Tractor with 48 ft flat-bed loaded with fish tubs (or x-actics)*
- Tractor with 48 ft refrigerated van body
- Tractor with 48 ft tanker
- Tractor with 48 ft covered dump-body

Average truck deliveries are 2-3 per day, 6 days per week from 6am to 5 pm, though an occasional evening delivery is possible as demand and truck logistics requires. This delivery schedule is dependent on seasonality, availability of fresh fish, and demand for salted, barreled bait. The high season is June to October.

The maximum amount of truck deliveries per day will be 2-3 during the high season – from November to June truck traffic will be reduced to 1-2 per week.

Occasional retail sales are conducted on site to local lobsterman; the maximum amount of pick-up trucks could be 6-12 staggered through the day until 5 pm.

During the high-season, a delivery is made once per week of 26 pallet bags of salt used for bait processing. The delivering truck typically is a 48 ft flat-bed.

Out-Bound

A tractor-trailer will collect fresh, live lobster in the high-season, June to October, once per day typically mid-morning.

Dropping Springs dispatches their company truck in the morning to make local deliveries, returning in the afternoon during the high-season.

A truck lane will be stripped onto the tenants paved area to aid the driver in backing into yard, and to insure space is maintained to off-load the truck and provide adequate room for emergency vehicles to enter the yard.

* An 'X-actic' is a 4 ft x 4 ft square x 4 ft tall plastic insulated tub used to transport fresh, in the round, pelagic seafood. The tubs have tight fitting and latching covers. There is a drain hole present, but are plugged during transport and handling.

Office Space and Restrooms

Dropping Springs Bait Co., LLC, conducts their administrative, office and employee rest & break room functions from 700 sq ft of sub-let space in the Portland Fish Exchange administrative building. The space has sanitary facilities consisting of a shared, ADA compliant restroom and basic conveniences such as a refrigerator, microwave and a water-cooler. There is potable domestic hot and cold water, with sanitary facilities connected to the sewer.

The administrative space is cooled and heated by an electric heat-pump, and has a separate security system provided by Protection One. There are also two CCVR cameras that survey the yard and designated parking area. Additional security is provided by both Portland Fish Exchange and the City of Portland.

The level of Dropping Springs staff on duty, on site, numbers 4-6 individuals.

Parking

Automobiles & Truck

36 ft of lineal, paved parking space per the site plan will provide 4 dedicated parking spaces for Dropping Springs Bait Co., LLC's staff. The office staff numbers 2-3 individuals on a daily basis. The Portland Fish Exchange monitors the parking area in lot #9 and assigns passes to Exchange customers and Dropping Spring's staff.

The Dropping Springs company truck will be parked with-in the tenant space during evening hours.

There is available short-term parking available on lot #9 for visitors of Dropping Springs.

Bicycles

The Portland Fish Exchange has a 12 place bike rack secured to the pavement for employee bicycle storage in a location accessible to Dropping Springs staff needs.

Vessel Loading/Unloading

Dropping Springs Bait Co., LLC provides lobster bait primarily to the co-operative owners on Chebeague Island, Maine.

The bait is transported to the island by a vessel named Heidi & Heather, the vessel is a former groundfish vessel of approximately 50 ft in length. The vessel is also referred to as a 'smack boat'. Very little or no retail sales are made to other lobster boats at the site.

The smack boat typically arrives mid-morning, is unloaded of lobster in crates and re-loaded with barrels of salted bait then departs around noon time.

Waste Removal

Waste removal is achieved by the use of an 18 cubic yard dumpster located on the site. The dumpster will be surrounded by a beautification fence, which will also secure the dumpster from un-authorized use.

The dumpster location can be referenced on the submitted site-plan.

Waste will consist of plastic salt bags, wood planks from broken pallets, minimal organic material, plastic shrink-wrap, paper, cardboard and office trash. No oil or chemicals are to be used or disposed of on site.

Troianno Waste Company will empty the unit once per week or as needed.

The expectation is that Dropping Springs Co., LLC will maintain the site in a clean and orderly fashion.

Exterior Lighting

Exterior lighting will consist of (2) code specific lights attached to the cooler building, a flood light that is attached to the hoist & boom, side lights attached to the Exchange's main cooler building and exterior lights attached to administrative trailer.

There is ambient lighting from the neighboring wharves, buildings and parking lots.

State and Federal Permitting

Dropping Springs Bait Co., LLC is not required to submit a HAACP based operations plans as the ultimate destination of their seafood process is not for human consumption.

No seafood products or waste water from processing is directed into the City of Portland sewer.

Dropping Springs Bait Co., LLC has all needed local, state and federal permits required and are available by request.

Notice to Abutters

No notice to abutters or a scheduled neighborhood meeting is required.

Offsite Facilities

The site has no access to potable water, though, the Exchange has available an outside potable water faucet if needed.

The administrative space ties into the City sewer and has hot & cold potable water available.

Dropping Springs Bait Co., LLC employs 2-3 office staff, 3 yard workers and 1 truck driver.

Existing or Proposed Easements

There are no existing or proposed easements or other burdens.

Environmental and Historic Considerations

The Portland Fish Pier site was developed and constructed during the mid-1980's; there is no historic considerations associated with the site.

There will be a building added that matches the architecture and building designs prevalent on the Fish Pier.

Dropping Springs Bait Co., LLC process is simplistic and only adds salt to fresh caught fish. There will be no environmental concerns.

Total Interior Space

The administrative office space that is sub-let from the Portland Fish Exchange totals 700 +/- sq feet. An additional 1500 sq ft of cooler space is located in a non-occupied metal building located on the site.

Project Area

The project area is located on the Portland Fish Pier; there are no residential units or complexes in the immediate area. The majority of the buildings and structures are used for marine related businesses.

Total Land Area of site

Total land area of +/- 7400 square feet, located on lot #7 on the Portland Fish Pier, is included in this site-plan application.

Storm Water

The site is located on level, paved land next to Portland's Harbor.

The site will be improved that storm water is directed into an existing catch-basin and an improved Type 'F' catch basin plumbed into the existing unit.

The storm drains are directed into Portland Harbor.

Signage

Droppings Springs Bait Co., LLC will install (2) signs approximately 3 ft x 3 ft square, non-lighted, attached to the administrative trailer on the northwest, and north sides. The signs will be made by a professional sign shop to insure a tasteful design and presentation.

Time Period

After site plan approval; the next step is to have bidding take place, awards made and site work completed by end of November 2010.

Financial and Technical Capacity

Dropping Springs Bait Co., LLC has been in continual operations since 2007. The company is wholly owned by a co-operative of 36 lobsterman and other individuals operating on or near Chebeague Island, Maine.

For you reviews are letters of reference from Farm Credit of Maine, the company's banking institution and the Portland Fish Exchange.

Snow Location

Per site plan, locations designated for salt, pallet and x-actic's will be used for snow storage during the winter months.

All movable goods will be stored with-in the cooler building during the off-season from November to April.

PORTLAND FISH EXCHANGE
LEASE AGREEMENT

THIS AGREEMENT made this 1st day of May, 2006, by and between the **PORTLAND FISH PIER AUTHORITY**, a Maine non-profit local development authority, having a place of business in the City of Portland, County of Cumberland, and State of Maine, (hereinafter "Landlord"), and **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation, incorporated under the provisions of the Maine Non-Profit Corporation Act, 13-B M.R.S.A. §101, et. seq., and doing business in Portland, County of Cumberland, State of Maine, (hereinafter "Tenant").

In consideration of their mutual covenants, promises and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the said parties agree as follows:

SUMMARY OF BASIC LEASE PROVISIONS

SECTION 1. DEFINITIONS

1.01 Basic Data.

Date of Lease:	May 1, 2006
Landlord: Present Mailing Address:	Portland Fish Pier Authority c/o Director of Waterfront and Transportation 40 Commercial Street Portland, Maine 04101
Tenant: Present Mailing Address:	Portland Fish Exchange 6 Portland Fish Pier Portland, Maine 04101
Premises:	The premises comprising the Portland Fish Exchange, including, but not limited to, the real property identified in Exhibit A as Parcel 6, Parcels 7 and 8 and all berthing adjacent thereto, portions of Parcel 4 and portions of Parcel 9, and any site improvements made thereon, including the Cooler-Auction Building, three (3) finger piers, Pier 1 extension, finger-pier Sorting Sheds, trailer-office situated on Parcel 7, and bulkheads, subsurface pilings, and water, sewer, fuel and electrical connections together with all

rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining.

Lease Term: Ten (10) years; rental terms to be renegotiated after five (5) years. *FPA 407E → 2018 EXTENSION*

Option: None.

Base Rent: The rental charges are set forth in Section 4.

Commencement Date: May 1, 2006.

Permitted Use: General business use for the conduct of Tenant's operations in conducting a Fish Auction and related services.

Security Deposit: None.

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EXHIBITS:

Exhibit A - Fish Pier Complex

Exhibit B - Fish Pier Complex

Exhibit C – Pier One Extension

1.03 Definitions.

Unless the context shall otherwise require, the terms defined in this Section 1 shall, for all purposes of this Agreement and for any amendments or supplements hereto, have the meanings specified herein. Words of the singular number may include the plural; and words of the plural number may include the singular.

(a) Common Areas. The words "Common Areas" shall mean those areas in the Fish Pier Complex which are available for the common use of all tenants at the Fish Pier Complex, including cable stretching areas, driveways, truckways, delivery passages, truck loading areas, access and egress navigational channels, breakwaters, bulkheads, roadways, walkways, sidewalks, landscapes, and planted areas, and bus stops and which are shown as shaded areas on Exhibit A of this Agreement.

(b) Director. The term "Director" shall mean the Director of Transportation and Waterfront Facilities of the City of Portland, or his successor or authorized representative.

(c) Facility. The word "Facility" shall mean the Cooler-Auction Building and finger-pier Sorting Sheds constructed on the premises, and trailer-office situated on Lot #7.

(d) Fish Pier Complex. The words "Fish Pier Complex" shall mean the real property and any site improvements thereon as shown in Exhibit A of this Agreement.

(e) Plans and Specifications. The term "Plans and Specifications" shall mean the Plans and Specifications submitted by the Tenant or its designated representative to the Director regarding proposed alterations or modifications to the Premises.

(f) Premises. The term "Premises" shall mean the premises comprising the Portland Fish Exchange, including, but not limited to, the real property identified in Exhibit A as Parcel 6, Parcels 7 and 8 and all berthing adjacent thereto, portions of Parcel 4 and portions of Parcel 9, and any site improvements made thereon, including the Facility defined in subsection (c), three (3) finger piers, the Pier 1 extension, and bulkheads, subsurface pilings, and water, sewer, fuel and electrical connections together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining.

SECTION 2. SUBJECT OF LEASE

Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord upon the terms and conditions herein the Premises, situated in the City of Portland and described in section 1.03 subsection (f), and a license to pump fish from Parcel 7.

SECTION 3. TERM

3.01 Except as provided in subsection 3.03 below, the period of this Agreement shall be ten (10) years from and after May 1, 2006 and ending on May 1, 2016, unless sooner terminated by the Landlord or Tenant, pursuant to the terms of this Agreement.

3.02 On or after October 1, 2015, at Tenant's request, the parties shall begin good faith negotiations regarding a new agreement for operation of the Facility and the terms of such an agreement. Negotiations shall continue until an agreement has been concluded or the term expires, as provided in subsection 3.01, whichever should occur first.

3.03 The period of Section 4 of this agreement shall be five (5) years from and after May 1, 2006 and ending on May 1, 2011, unless sooner terminated by the Landlord or Tenant, pursuant to the terms of this Agreement. On or after October 1, 2010, at Tenant's request, the parties shall begin good faith negotiations regarding a new agreement on terms of Section 4 of this Lease. In the event that a new agreement has not been concluded by May 1, 2011, the existing terms of Section 4 shall continue until a new agreement on the terms of that section has been reached or until the termination of this Lease, whichever is sooner.

SECTION 4. RENT

In accordance with Section 3.03 above, the Tenant will pay rent and other charges, as set forth below, for its occupation and use of the Premises and the right to pump fish from Parcel 7.

Except as described otherwise in this section, Tenant shall make rental payments in equal installments on the fifteenth (15th) day of each month.

4.01 Premises and Facility.

(a) Tenant covenants and agrees to pay a monthly sum of one-half cent (\$.05) per pound of fish landed in the previous month.

(b) The monthly payment shall cover basic premises rental and security fee.

4.02 Cooler-Auction Building - Lot #4. Tenant will pay Landlord for its use of Parcel 4 the annual rent of Three Thousand Six Hundred Dollars (\$3,600.00).

4.03 Pier One Extension.

(a) Tenant shall pay Landlord for the use of the extension pier berthing the annual rent of Ten Thousand Dollars (\$10,000.00), in monthly rental payments of Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$833.33). Tenant may charge and collect fees for these berthings as Tenant may reasonably determine.

(b) If in any year the gross receipts should be less than the amount of rent due, pursuant to the terms of section 4.03 (a) above, then, in such an event, the rental for that year shall be reduced to an amount which equals the amount of the gross receipts.

4.04 Parking. Tenant shall pay Landlord for the use of parking spaces as follows:

(a) For parking spaces in Parcel 4, a total of Three Hundred Dollars (\$300.00) per month.

(b) For an additional 15 parking spaces in front of the premises, Fifty Dollars (\$50.00) per space, for a total of Seven Hundred Fifty Dollars (\$750.00) per month.

(c) For 10 parking spaces in Parcel 9, Twenty Five Dollars (\$25.00) for each space, for a total of Two Hundred Fifty Dollars (\$250.00) per month.

4.05 Fish-Pumping for Lot #7. The Landlord has granted Tenant a revocable license to pump fish from Parcel 7. (See Section 2.) Tenant agrees to pay Landlord \$.75 per ton for each ton of fish so pumped.

4.06 Trailer-Office Lot #7. The Landlord has granted Tenant a license to maintain a trailer-office on Parcel 7. There is no separate charge for such license.

4.07 Net Yard. Tenant will pay Landlord for its use of Parcels 7 and 8 and all berthing adjacent thereto, (hereinafter "Net Yard"), the annual rent of Three Thousand Dollars (\$3,000.00), payable in monthly increments of Two Hundred Fifty Dollars (\$250.00).

4.08 Late Charge. A late charge of one and one-half percent (1 1/2%) per month shall be charged and applied to any payment which is not made when it is due.

SECTION 5. CONDITION OF PREMISES

The Tenant accepts and takes the Premises in their present "AS IS" condition. All Tenant improvements, additions and alterations shall be at Tenant's sole cost and expense and Landlord shall have no responsibilities therefor. Landlord makes no representations nor warranties in regard to the physical condition of the Premises nor any other matter concerning the Premises. Tenant has inspected the Premises and is familiar with their condition and is not relying upon any representations or warranties of the Landlord.

SECTION 6. INTENTIONALLY OMITTED

SECTION 7. USE OF PREMISES

7.01 The Tenant shall use and occupy the Premises throughout the term hereof for the purpose of maintaining a market for the purchase and sale of fish. Permitted activities shall include, but not be limited to:

- (a) Scheduling the arrival, berthing, unloading and departure of fishing vessels and trucks at the Premises, and berthing vessels;
- (b) Supervising the unloading of fish from the fishing vessels berthed at the Premises;
- (c) Transporting fish from the finger piers of the Facility to appropriate locations in the Cooler-Auction Building, including packing, icing, and culling of such fish;
- (d) Conducting all necessary sales transactions authorized at the Facility including, but not limited to, a daily display auction; trip auctions; and contract sales of fish handled at the Premises;
- (e) Transporting fish to loading areas on the Premises for pickup by others pursuant to sale or disposal agreement as well as loading those fish on vessels and trucks;
- (f) Handling and maintaining miscellaneous fishing equipment, including but not limited to net drying, folding and repair;
- (g) Any other marine-related uses;

- (h) Providing parking space;
- (i) Maintaining all records required by good business practice and/or the Landlord, including but not limited to, records on the amount and species of fish unloaded at the Premises and sold through each authorized sale method; and
- (j) Ensuring compliance with the operating rules governing activities at the Fish Pier Complex, in general, and the Premises in particular.

7.02 Customer Relations. Tenant recognizes that the maintenance of good customer relations and the maintenance of good relations among the other tenants and users of the Fish Pier Complex, as well as the image of the Landlord to visitors to the Complex, are of the utmost importance to the Landlord and Tenant, therefore, agrees to hire only proper and experienced managers capable of assuring competent operation of the Premises.

SECTION 8. LAWS AND REQUIREMENTS OF PUBLIC AUTHORITIES

8.01 During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, rules and regulations of the Federal, State, County and City Governments including Fish Pier Rules, as well as any other government authority having jurisdiction over the premises or any part thereof, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future. Tenant shall pay all costs, including reasonable counsel fees, which may in any manner arise out of or be imposed on Landlord because of the failure of the Tenant to comply with the requirements of this Section.

8.02 Tenant shall have the right, but not the obligation, to contest, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation, or requirement of the type referred to in the preceding subsection. If by the terms of any such provision, compliance may be legally delayed without risk of forfeiture or lien on the Premises or penalty to the Landlord, pending resolution of the legal challenge, Tenant may delay compliance therewith until final determination of such proceeding.

8.03 Landlord agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit Tenant to contest the validity or application of any such provision.

SECTION 9. ALTERATIONS

9.01 Tenant may, at its own expense, place office and trade fixtures, office equipment, and the like in the Premises and make non-structural alterations, improvements, or additions ("Alterations") to the Premises, provided such work shall be performed in a good and

workmanlike manner, in compliance with laws, rules, orders, and regulations of governmental entities having authority over the Premises, and provided such Alterations shall not unreasonably interfere with the use and enjoyment of the Fish Pier complex by Landlord's other tenants. Landlord's approval shall be required for any structural alterations, additions, or improvements. Any mechanic's lien filed against the Premises or the Building by reason of any such work done by or on behalf of Tenant shall be promptly discharged by Tenant, at its own expense, by bonding or otherwise. If Tenant should fail to discharge any such lien, Landlord may do so at Tenant's expense, and Tenant shall promptly reimburse Landlord its reasonable costs and expenses in to doing. All Alterations made by Tenant to the Premises shall remain therein; and, at termination of this Lease, shall be surrendered as a part thereof, except for fixtures and equipment installed at Tenant's cost, which fixtures and equipment may be removed by Tenant. Tenant shall, at its own expense, promptly repair all damage to the Premises or the building resulting from any such removal.

9.02 The Tenant shall submit Plans and Specifications for any alteration or structural changes to the Director for his review. The Director shall have the authority to approve Plans and Specifications proposing non-structural alterations. In the case of structural alterations, the Director shall submit such Plans and Specifications, together with his recommendations, to the Landlord's Board of Directors for its approval.

SECTION 10. REPAIRS AND MAINTENANCE

10.01 Tenant's Repairs and Maintenance.

(a) During the term of this Agreement and any extension thereof, Tenant will, at its sole expense, keep the Facility and the Premises in as good order and repair as they are on the date of execution of this Lease, reasonable wear and tear excepted.

(b) Tenant's responsibilities under this section shall include, but not be limited to, repair and maintenance of the plumbing, electrical, heating, refrigeration, and communication and alarm systems; roof patching on the Facility; repairs to doors and windows of the Facility; sealing and painting of floors in the Facility; repair of dents in the Facility; and the repair and replacement of exterior lighting.

(c) Tenant shall also be obligated to repair, at its own cost and expense, any casualty damage or destruction, other than normal wear and tear, caused to the finger piers and berths, including, but not limited to, the Pier One Extension, by vessels using the same in connection with Tenant's operations.

(d) Tenant shall keep the Premises in good order. Notwithstanding this provision, Tenant shall not be responsible for damages caused by reasonable wear and tear; by fire or other casualty which is not the result of acts by Tenant, its agents, contractors, employees, or business invitees; made necessary as a result of a taken by condemnation or right of eminent domain; losses covered by insurance which is required to be carried by Landlord as well as matters for which Landlord is responsible by the terms of this Lease; or conditions caused by the acts or negligence of Landlord, its agents, contractors, or employees. Tenant shall surrender the Premises at the end of the Lease Term in good order, condition, and repair.

10.02 Landlord's Repairs and Maintenance.

(a) During the term of this Agreement and any extension thereof, Landlord will maintain all utility services to the Facility to the point where Tenant connects with them for its use.

(b) The Landlord shall also be obligated to repair and maintain, at its sole expense, any structural design or defect occurring or discovered during the Term. Structural repairs shall include, but not be limited to, repair of the Facility's foundation, interior load-bearing walls and floors, as well as Facility roof replacement, if necessary.

(c) The Landlord shall also, at its sole cost and expense, keep the service piers, bulkheads, pilings, and roadways to the boundaries of the Premises, and the common areas of the Fish Pier Complex in good order and repair.

(d) The Landlord shall also, at its sole cost and expense, remove accumulated debris from the Net Yard area as necessary.

10.03 Snow and Ice Removal. The Tenant shall be responsible for removal of snow and ice from the Premises, except that the Landlord shall be responsible for removal of snow and ice from the Net Yard area. The Landlord also shall remove such snow and ice from the common areas, as in its judgment, is sufficient to allow Tenant to conduct its normal business operations.

10.04 Painting and Piles. If, during the Term, the Landlord should determine that the exterior of the Facility requires repainting, either to preserve its structural integrity or to restore or enhance its appearance, the cost of such painting shall be shared equally between the parties. If, during the term, either the Landlord or the Tenant after consultation with the other determines that the piles require either repair or replacement, the cost of such repairs or replacement shall be shared equally between the parties.

10.05 Custodial Services. Tenant shall maintain and provide sufficient custodial care for all areas immediately adjacent to the Premises, and shall not cause nor suffer any waste generated by its operations to accumulate on either the Premises or the Common Areas.

10.06 Trash Collection. Tenant shall be responsible for paying 50% of the cost of waste dumpster and service provided jointly to Tenant and Landlord.

10.07 Allocation of Responsibility for Repairs. The chart set forth below is intended to supplement the provisions of Section 10.

Item	City Share	PFE Share
Roof replacement	100%	0%
Roof repairs	0%	100%
Pile repair	50%	50%
Pile replacement	50%	50%
Pile chocks	0%	100%
Exterior paint	50%	50%
Structural, load bearing	100%	0%
Sealing and painting of floors	0%	100%
Plumbing repair	0%	100%
Electrical repair	0%	100%
Heating, cooling	0%	100%
Repair doors and windows	0%	100%

SECTION 11. SUBLETTING AND ASSIGNMENT

Tenant shall neither assign nor encumber this Lease nor sublet the Premises or any part thereof without on each occasion obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. In the event of any assignment or subletting, Tenant shall remain fully liable under this Lease. Such assignment, sublease, or conveyance is expressly subject to this Agreement.

SECTION 12. TENANT'S INDEMNITY

12.01 To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless Landlord, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgements, just or unjust, arising from injury or death to any person or property damage sustained by any one in and about the Fish Pier Complex, or as a result of activities or service at the Fish Pier Complex, resulting from any act or omission of Tenant, its officers, agents and employees, except to the extent that such injury, death, or property damage results from any negligent act or omission of Landlord, its officers, agents, employees or servants. Tenant shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including

claims of contractors, employees, laborers, materialmen, and suppliers. Landlord shall have the right to participate in such suits and no action shall be settled without prior consent of the Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the Landlord which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

12.02 Each party shall provide the other party with prompt notice of any claim filed against it as a result of or arising from activities under this Lease.

SECTION 13. INSURANCE

13.01 Minimum coverage. The Tenant shall obtain and cause to be kept in force at all times during the term of this Lease and any extension thereof, insurance in the types and in the minimum amounts set forth below:

	Description	Type	Amount
(i)	Commercial General Liability, including Broad Form Property Damage and Stevedore's Liability Coverage (for coverage during unloading)	B.I./P.D.	\$2,000,000
(ii)	Pollution coverage	Land to Sea Land to Land Sea to Sea	\$2,000,000
(iii)	Worker's Compensation	B.I./Death	Statutory Limits
	Employer's Liability including US Longshoremen & Harbor Workers		\$2,000,000

13.02 Landlord protected. The Landlord and the City of Portland shall each be named as an additional insured under items (i) and (ii) above. In the event that excess insurance becomes available at a reasonable cost to Tenant, Tenant agrees to increase the limits of liability under the items above.

13.03 Notice to Landlord. All policies of insurance required herein shall be in a form and issued by a company or companies satisfactory to the Landlord, and approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Landlord. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, Tenant shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement. All policies required hereunder shall be primary to any insurance or self-insurance which Landlord or City may maintain for its own benefit. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City

personnel, and caused by, or resulting from negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors.

13.04 Certificates. Certificates or other evidence of insurance coverages required of Tenant in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the Landlord prior to use of the Premises. Such certificate or certificates shall specify each of the required coverages. Tenant shall at all times while this Lease Agreement is in effect provide Landlord and City of Portland with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier.

13.05 Casualty Insurance. During the Term and any Renewal Term, Tenant shall keep the Premises insured for the benefit of Landlord and Tenant against all risks, including earthquake and loss or damage by fire or flood, and customary extended coverage, in an amount equal to 100% of the full insurable value thereof by policies containing the usual co-insurance clause. The term "insurable value" shall be deemed to mean the cost of replacement of the Premises, including the cost of demolition of damaged structures in an amount sufficient to avoid the effect of co-insurance in the event of a loss. All proceeds, payable at any time and from time to time by any insurance company under such policy, shall be payable to an escrow agent mutually agreeable to the parties for the benefit of the Landlord and Tenant for the purpose of repair or replacement. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions reasonably necessary or desirable in order to effectuate the same and to cause such proceeds to be paid and managed as cost and expense. The full insurable value of Premises shall be determined and coverage adjusted in accordance therewith at least once every two (2) years in accordance with a professional insurance update obtained by and at the expense of Tenant. If the Landlord should disagree with the valuation provided, it may have an appraisal performed at its own expense by a qualified appraiser acceptable to Tenant. The determination of such appraiser shall be binding upon the parties for the purpose of insurance valuation, and insurance coverage will be immediately increase in conformity therewith.

13.06 Scope. This indemnity and hold harmless section includes indemnity against all reasonable expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Landlord.

13.07 State law. The endorsement naming the Landlord and the City as additional insureds shall provide that it is expressly agreed that no protection is afforded to either of them under the policy for any claim or suit against which, except for their status as additional insureds, they would be able to assert immunity under Maine Law, including but not limited to, the immunity afforded governmental entities by 14 M.R.S.A. §8101, et seq., the Maine Tort Claims Act and 14 M.R.S.A. §158 (the Charitable Immunity Act).

13.08 Release. Landlord and Tenant mutually agree that, with respect to any hazard which is covered by casualty or property insurance then being carried by them, or required to be carried

hereunder (whether or not such insurance is then in effect), the one carrying or required to carry such insurance and suffering such loss releases the other from any and all claims with respect to such loss to the extent of such coverage; and they, further, mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If the release of the party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer. For purposes of this provision, self-insurance shall not be considered "covered by insurance."

13.09 Minimums. Landlord and the Tenant understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement. Tenant agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the Director. Such notices to change shall, in general, be issued no more often than every second (2) year of the lease term. The Director may take notice of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as amended.

13.10 Coverage of City of Portland. All of the terms of this section shall apply to and benefit both the Landlord and also the City of Portland as owner of the Premises.

SECTION 14. INTENTIONALLY OMITTED

SECTION 15. EMINENT DOMAIN

15.01 If the Premises, or a portion thereof, should be taken by condemnation or right of eminent domain (including a temporary taking), and if such taking should be such as in the ordinary course would interfere with Tenant's use of the Premises, Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its intentions to do so, provided that such notice is given not later than thirty (30) days after the effective date of such taking. Notwithstanding the foregoing, Landlord may not terminate this Lease unless Landlord simultaneously terminates all other leases and occupancy agreements for space on the Fish Pier.

15.02 Should any part of the Premises be so taken and should this Lease not be terminated in accordance with the foregoing provisions, Landlord shall with all reasonable diligence, restore the Premises to an unit which is reasonably suitable to the uses of Tenant. If Landlord shall not have completed such work to the extent necessary to enable Tenant to use the Premises for the purposes and in the manner contemplated by this Lease by the expiration of ninety (90) days after the effective date of such taking, then Tenant may terminate this Lease by notice to Landlord with the same force and effect as if such date were the date originally established as the expiration date hereof.

SECTION 16. ABATEMENT OF RENT

In the event of a taking described in Section 15, the Rent and all other charges payable hereunder, or a fair and just proportion thereof according to the nature and extent of Tenant's loss of use, shall be suspended or abated until the Premises are restored as provided in this Article.

SECTION 17. AWARD

Landlord shall have the right to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking. Nothing contained herein, however, shall be construed to prevent Tenant from prosecuting in any condemnation proceeding a claim for the value of Tenant's trade fixtures, the unamortized value of the improvements to the Premises paid for by Tenant, and relocation expenses.

SECTION 18. PROHIBITION ON MORTGAGES

The Tenant may not mortgage what interest, if any, it has in this Agreement and the Premises and Facility.

SECTION 19. UTILITY EASEMENTS

Tenant shall have the right to enter into reasonable agreements with utility companies, municipal corporations, and other government agencies creating easements in favor of such companies as are required in order to service the Premises and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same, all at Tenant's cost and expense.

SECTION 20. TENANT'S DEFAULT

20.01. The Tenant shall be deemed to be in default in the event any of the following conditions should occur:

- (a) Tenant fails to pay, when due, any amount or installment of Rent, or any other payment specified herein;
- (b) Tenant fails to observe or to perform any covenant, agreement, or obligation of this Agreement;
- (c) There shall occur the dissolution of the Tenant or the Tenant shall file any petition or institute any proceedings under the Bankruptcy Code, either as such Code now exists or under

any amendment thereof which may hereafter be enacted, or under any act or acts, state or federal, dealing with, or relation to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor; or in any similar capacity, or any involuntary petition in bankruptcy is filed against the Tenant and the same is not stayed or discharged within thirty (30) days from such filing or any other petition or any other proceedings of the foregoing or similar kind or character filed or instituted or taken against the Tenant, or a receiver of the business or of the property or assets of the Tenant shall be appointed by any court, except a receiver appointed at the insistence or request of the City; or Tenant shall make a general or any other assignment for the benefit of the Tenant's creditors;

(d) The Tenant shall substantially abandon or vacate the Premises or fail to use the Premises or Facility for the purposes set forth in Section 7.

20.02 Remedies for Tenant's Default. If Tenant should be in default for any reason, except the reasons stated in Section 21.01 (a) and (c) above, then the Landlord shall provide reasonable notice of such default, and the Tenant shall undertake to cure such default within thirty (30) days from receipt of such notice, except as the time may be extended by Section 24, Force Majeure.

20.03. Arbitration. Unless the Tenant should dispute the notice of default by requesting arbitration, as provided in Section 28, within thirty (30) days from the date of receipt of the notice provided in Section 21.02, it shall thereafter be barred from challenging such notice and shall proceed to remedy the defect.

SECTION 21. LANDLORD'S SELF-HELP/ATTORNEY'S FEES

21.01 If Tenant should default in the performance or observance of any agreement or condition in this Lease required to be performed or observed by it, other than an obligation to pay money, and should not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant. Any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees either to reimburse Landlord therefor, as additional rent within ten (10) days after being invoiced by Landlord, or save Landlord harmless therefrom.

21.02 Attorney's Fees. Tenant agrees to pay Landlord's expenses, including, but not limited to, its reasonable attorney's fees, which it may incur in enforcing any obligation of this Lease which Tenant has failed to observe.

SECTION 22. LANDLORD'S DEFAULT

22.01 The Landlord shall be deemed to be in default in the event any of the following conditions should occur:

(a) It is determined that the Landlord does not have the power and authority to execute and deliver this Agreement and to carry out and perform all covenants to be performed by it hereunder.

(b) The Premises are not free from encumbrances, liens, defects in title, violations of law, lease, tenancies, easement, or other restrictions, with the exception of those expressly stated in this Agreement, which prevent Tenant from carrying on its business.

(c) The Landlord is unable to secure or provide, at the time of the commencement of the Term and at all times thereafter, free and adequate means of ingress and egress to the Premises for Tenant.

(d) The Landlord fails to observe or perform any covenants, agreements, or obligations of this Agreement.

22.02 Remedies for Landlord's Default. If Landlord should be in default for any reason, except the reasons stated in Section 22.01 (a) and (c) above, then the Tenant shall provide reasonable notice of such default, and the Landlord shall undertake to cure such default within thirty (30) days from receipt of such notice, except as the time may be extended by Section 24, Force Majeure.

22.03 Arbitration. Unless the Landlord should dispute the notice of default by requesting arbitration, as provided in Section 28, within thirty (30) days from the date of receipt of the notice provided in Section 22.02, it shall thereafter be barred from challenging such notice and shall proceed to remedy the defect.

SECTION 23. FORCE MAJEURE

23.01 In the event that either Tenant or Landlord should provide the other with a Notice of Default of such a nature that it cannot be cured within a reasonable period of time, then such default shall be deemed to be temporarily abated, provided the party charged with effecting a cure, gives written notice to the other of :

- (a) its inability to cure the default within the specified time;
- (b) the detailed reasons for the delay;
- (c) its plans for remedying the default and the anticipated date of completion of the remedy; and

- (d) its diligent efforts to continue to take all steps necessary to complete the remedy within the time estimated in subsection (c) above.

23.02 This section shall not apply to default in the payment of rent or other charges required to be paid by the Tenant under the terms of this Agreement.

SECTION 24. COMPLIANCE WITH ENVIRONMENTAL LAWS

24.01 The Tenant will comply in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "hazardous materials," as defined herein.

24.02 The term "hazardous materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority, including, but not limited to : (i) petroleum; (ii) friable or non-friable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance," pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste," pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance," pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacement to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) any "hazardous waste," "hazardous substance" or "chemical substance or mixture" or similarly regulated substances or material as such phrases are defined in or regulated pursuant to any applicable state or local law, regulation or ordinance governing the generation, storage, discharge, transportation or disposal of the same.

24.03 The Tenant, at its own cost and expense, will promptly take all actions which may be necessary to abate, remove, clean up, and otherwise cure any violation of environmental laws caused by any hazardous materials used, generated, released, discharged, stored, or disposed of on the Premises during its tenancy.

24.04 Tenant will defend, indemnify and hold the Landlord harmless from any cost, expense, claims or liability resulting from violations of any environmental laws hereunder by Tenant.

24.05 The Terms of this section shall expressly survive the expiration or earlier termination of the Lease.

SECTION 25. TERMINATION AND EXPIRATION

Upon expiration of the Term or termination pursuant to the provisions hereof, the Tenant shall yield and deliver to the Landlord possession of the Premises and Facility in good repair and condition, reasonable wear and tear excepted. If the Tenant should fail to yield the Premises and Facility in the required condition, the Landlord may undertake whatever repairs or work required to restore the Premises and Facility to good repair and condition and the Tenant shall pay the cost thereof upon presentation of the Landlord of an itemization of such costs incurred.

SECTION 26. HOLDING OVER

Any holding over by Tenant after the expiration of the Lease Term or any renewal thereof shall be treated as a tenancy from month-to-month terminable upon sixty (60) days notice by either Landlord or Tenant to the other and otherwise on the terms and conditions set forth in this Lease, so far as applicable.

SECTION 27. ARBITRATION

27.01 Any dispute (other than Landlord's enforcement of a monetary default against Tenant) concerning a provision of this Lease shall be resolved at the request of either party in the manner set forth in this paragraph. A request for arbitration shall be directed to the American Arbitration Association, under its commercial arbitration rules, with the following understanding. The jurisdiction and authority of the arbitrator selected and the arbitrator's opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this agreement at issue between the parties and in accordance with the laws of the State of Maine. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of the agreement. The arbitrator shall not impose on either party hereto a limitation or obligation not expressly provided for in this agreement.

27.02 Notwithstanding the above, the arbitrator shall have no jurisdiction to hear disputes (including claims and counterclaims) which seek:

- (a) specific performance;
- (b) injunctive relief;
- (c) an award of damages based on an alleged tort by the other party;
- (d) punitive damages; or
- (e) consequential damages.

The arbitrator's jurisdiction is limited to matters which are the natural and proximate consequence of failure to honor the Agreement in accordance with its terms. Without limitation, the arbitrator shall not have jurisdiction to hear claims for lost profits or business, impairment of earning capacity, or loss of time or earnings.

27.03 Any question regarding the jurisdiction of the arbitrator, as limited herein, is expressly reserved for determination by the courts of the State of Maine.

27.04 The parties agree that any dispute submitted to arbitration, as limited herein, shall be determined in conformity with the applicable substantive law of the State of Maine, and the arbitrator's authority to make any award is limited by this provision.

27.05 The award shall be in writing and shall set forth the arbitrator's finding of fact and conclusions of law in a form sufficient to appraise the parties and any appellate court of the basis for the decision.

27.06 Subject to the provisions of Section 27.07, the arbitrator's determination of facts shall be final and conclusive, provided there is substantial evidence in the record to support such determinations.

27.07 The award is subject to review by the Superior Court, sitting without a jury, which may affirm, modify or reverse the award.

27.08 The time for seeking review by the Superior Court shall be that provided in 14 M.R.S.A. Section 5938, as amended. Review by the court shall be based upon the record of proceedings before the arbitrator, unless the court, by order, provides otherwise. The appellant shall have the responsibility to prepare the record of proceedings and its submission to the court; and, in so doing, shall observe the time periods and other responsibilities imposed on an appellant as though the review were a Rule 80B appeal.

27.09 Waiver of Jury Trial. In the event any dispute between the parties should not be resolved or be outside the jurisdiction of the arbitrator, then the parties hereby knowingly, willingly and voluntarily waive any right which they may have to trial by jury. They agree that any such proceeding shall be heard before a single judge of the Maine Superior Court or the United States District Court.

SECTION 28. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 29. RECORDING MEMORANDUM

Landlord and Tenant agree not to record this Lease, but each party agrees, at the request of the other, to execute, acknowledge, and deliver a memorandum of lease. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

SECTION 30. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant and Landlord shall be construed to be both a covenant and a condition.

SECTION 31. WAIVERS

Failure of the Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by the Landlord or Tenant at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed an waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

SECTION 32. FEDERAL AND STATE AGREEMENT

32.01 All terms and obligations under this Agreement shall be subordinate to the provisions of the existing agreement between the City of Portland and the State of Maine and United States Government, and any future agreements between the same, relative to the funding and construction of the Fish Pier Complex. Tenant agrees to execute any amendment to this Agreement whenever requested by the City of Portland which is required to bring the City into compliance with any law or regulation relating to the development and operation of the Fish Pier Complex project.

32.02 No Discrimination. It is understood and agreed that funds for the construction of the Complex by City and its assignees have been provided in part by grant money from the United States Economic Development Administration, and that it is essential that use by the fishing industry of Common Areas be preserved and protected and that service to vessels be provided according to reasonable and lawful rules and regulation and without discrimination and without preference.

SECTION 33. LANDLORD'S RIGHT TO ENTER, INSPECT AND REPAIR

The Landlord, by its authorized officers, employees, agents, contractors, sub-contractors and other representatives, shall have the right, at such times as may be reasonable under the circumstances and with as little interruption of Tenant's operations as is reasonable practicable, to enter upon and in the Premises and Facility without charge for the following purposes:

(a) Inspection. To inspect the Premises and Facility to determine whether tenant has complied and is complying with the terms and conditions of this Agreement.

(b) Maintenance. To perform maintenance and make repairs in any case where it has an obligation to do so or where Tenant has failed to carry out its obligation to do so, but only after the Landlord has given Tenant reasonable notice to perform its maintenance obligation. In that event, Tenant shall promptly, upon demand, reimburse the Landlord for the reasonable cost of the Landlord performing Tenant's maintenance or repair obligation as Additional Rental.

SECTION 34. COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Lease Term.

SECTION 35. NOTICES

Whenever, by the terms of this Lease, a notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand, or sent by Federal Express or a similar reputable express delivery service, or by registered or certified mail, return receipt requested, postage prepaid. If intended for Landlord, addressed to Landlord, at the address set forth below; and if intended for Tenant, addressed to Tenant at the Premises.

All such notices shall be effective upon receipt.

Notices to Landlord shall be sent to:

Portland Fish Pier Authority
c/o Director of Waterfront and Transportation
40 Commercial Street
Portland, Maine 04101

and

Joseph Gray, Jr.
City Manager
Portland City Hall
389 Congress Street
Portland, Maine 04101

SECTION 36. PIER ONE EXTENSION - COMPLIANCE WITH EDA REQUIREMENTS

The parties acknowledge that the Pier One Extension has been developed with Economic Development Administration grant funds, specifically EDA Grant #01-19-63012, and agree to comply with all terms and conditions of the grant agreement between EDA and Landlord to the extent that those terms and conditions apply to this Lease.

SECTION 37. ENTIRE AGREEMENT

This Agreement (including exhibits hereto) expresses the entire understanding and all agreements of the Landlord and the Tenant with each other, and neither the Landlord nor the Tenant has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Agreement (including the exhibits hereto). This Agreement and its Exhibits may be modified only by a written amendment approved by the governing bodies of both parties and signed by the Landlord and the Tenant.

SECTION 38. GOVERNING LAWS

This Agreement shall be governed by the laws of Maine

SUBLEASE AGREEMENT
BETWEEN PORTLAND FISH EXCHANGE AND
DROPPING SPRINGS BAIT CO., LLC

THIS AGREEMENT made this 4TH day of MAY, 2010, by and between the **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation, incorporated under the provisions of the Maine Non-Profit Corporation Act, 13-B M.R.S.A. §101, et. seq., and doing business in Portland, County of Cumberland, State of Maine (hereinafter "Landlord"), and **DROPPING SPRINGS BAIT CO., LLC**, a Maine Corporation with a mailing address of 430 Commercial St., Portland, Maine 04101 (hereinafter "Tenant").

WITNESSETH:

WHEREAS, Landlord operates the Portland Fish Exchange located on the Portland Fish Pier, pursuant to the terms of a Lease Agreement between it and the Portland Fish Pier Authority, dated May 1, 2006; and

WHEREAS, Tenant desires to sublease certain portions of the premises leased by the Landlord;

NOW, THEREFORE, in consideration of their mutual covenants, promises and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the said parties agree as follows:

SUMMARY OF BASIC SUBLEASE PROVISIONS

SECTION 1. DEFINITIONS

1.01 **Basic Data.**

Date of Lease:	May 1, 2010
Landlord:	Portland Fish Exchange
Present Mailing Address:	6 Portland Fish Pier Portland, Maine 04101
Tenant:	Dropping Springs Bait Co., LLC
Present Mailing Address:	430 Commercial St. Portland, Maine 04101

Premises: The demised premises identified in Exhibit A, comprising lot #8 in the rear of the net yard, including approximately eighty (80) lineal feet of wharf access and approximately six thousand eight hundred (6,800) square feet of paved land area; and office space located in approximately 25% of the office trailer in year one and approximately 50% of the office trailer in year two and subsequent years; together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining.

Lease Term: Six (6) years.

Base Rent: Three Thousand Three Hundred Thirty-Three Dollars (\$3,333.00) per month

Commencement Date: May 1, 2010

Permitted Use: General business use for the conduct of Tenant's operations in bait processing and associated office use.

Security Deposit: Three Thousand Three Hundred Thirty-Three Dollars (\$3,333.00) due on the signing of this Agreement.

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EXHIBITS:

Exhibit A – Premises Floor Plan

Exhibit B - Fish Pier Complex

SECTION 1. DEFINITIONS

Unless the context shall otherwise require, the terms defined in this Section 1 shall, for all purposes of this Agreement and for any amendments or supplements hereto, have the meanings specified herein. Words of the singular number may include the plural; and words of the plural number may include the singular.

(a) Common Areas. The words "Common Areas" shall mean those areas in the Fish Pier Complex which are available for the common use of all tenants at the Fish Pier Complex, including driveways, truckways, delivery passages, truck loading areas, roadways, walkways, sidewalks, landscapes, and planted areas, and bus stops and which are shown as shaded areas on Exhibit B of this Agreement.

(b) Fish Pier Complex. The words "Fish Pier Complex" shall mean the real property and any site improvements thereon as shown in Exhibit B of this Agreement.

(c) Master Lease. The term "Master Lease" shall mean the lease dated May 1, 2006 between the Portland Fish Pier Authority and the Portland Fish Exchange.

(d) Premises. The term "Premises" shall mean the demised premises, comprising lot #8 in the rear of the net yard, including eighty (80) lineal feet of wharf access and approximately six thousand eight hundred (6,800) square feet of paved land area; and office space located in 25% of the office trailer in year one and 50% of the office trailer in year two and subsequent years; together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining, as further described in Exhibit A.

SECTION 2. SUBJECT OF LEASE

Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord upon the terms and conditions herein the Premises, situated in the City of Portland and described in section 1 subsection (d).

SECTION 3. TERM

The period of this Agreement shall be six (6) years from and after May 1, 2010 and ending on April 30, 2016, unless sooner terminated by the Landlord or Tenant, pursuant to the terms of this Agreement. The parties agree to negotiate in good faith the terms of a six-year renewal period and to amend this Agreement as necessary to include said renewal period.

SECTION 4. PAYMENTS

The Tenant will pay rent and other charges, as set forth below, for its occupation and use of the Premises. Except as described otherwise in this section, Tenant shall make rental payments in equal installments on the first (1st) day of each month.

4.01 Rent

Tenant covenants and agrees to pay the following monthly rental payments during the term of this Agreement:

Year 1:	\$3,333.00
Year 2:	\$3,400.00
Year 3:	\$3,468.00
Year 4:	\$3,537.00
Year 5:	\$3,608.00
Year 6:	\$3,680.00

4.02 Utilities. Tenant covenants and agrees to pay for separately-metered water, sewer and electricity. In the event that utilities are not separately metered, Tenant shall reimburse Landlord for its estimated use of said utilities.

4.03 Late Charge. A late charge of one and one-half percent (1 1/2%) per month shall be charged and applied to any payment which is not made when it is due.

4.04 Deposit. On the signing of this agreement, Tenant shall pay to Landlord a security deposit in the amount of Three Thousand Three Hundred Thirty-Three Dollars (\$3,333.00).

SECTION 5. CONDITION OF PREMISES

The Premises will be renovated by Landlord and Tenant. After Tenant has inspected the Premises following renovation, and finding the same reasonably satisfactory, Tenant shall be deemed to have accepted the Premises "AS IS", with the exception that Landlord warrants that all renovations and remodeling to be done by it shall be done in a workmanlike manner, conform to all codes, or building regulations and requirements, and be reasonably fit to sustain the business Tenant expects to conduct at the Premises.

SECTION 6. IMPROVEMENTS

6.01 Landlord shall perform the following improvements to the Premises:

- (a) Level the paved area of lot #8 and install a guardrail separating the Premises from Landlord's area;
- (b) Create a new entrance to lot #7;
- (c) Modify the office trailer to accommodate Tenant in approximately 25% of the office trailer in year one and further modify the trailer to accommodate Tenant in approximately 50% of the office trailer in year two. Said modification shall include the installation of a new bathroom, construction of new walls, and lighting and ceiling work.

6.02 Tenant shall perform the following improvements to the Premises:

- (a) Install three phase electrical power on the premises for exclusive use by Tenant; and
- (b) Install all of its own equipment, including hoist. Said equipment shall remain property of Tenant and shall be removed from the premises at the end of the lease term or upon earlier Termination of this Agreement.

- (c) Install exterior signage in locations approved by Landlord and in compliance with applicable sign regulations for the City of Portland.

6.03 Landlord and Tenant shall share the costs for improvements as follows:

- (a) Year 1: Landlord shall contribute Thirty-Five thousand Dollars (\$35,000) and Tenant shall contribute Eight Thousand Dollars (\$8,000) to the estimated Forty-Three Thousand Dollars (\$43,000) cost of work.
- (b) Year 2: Landlord shall pay 100% of the cost of work.
- (c) In the event the cost of work in year one is higher or lower than the estimate, Landlord and Tenant's contributions shall be adjusted proportionately.

6.04 Any mechanic's lien filed against the Premises or the Building by reason of any said improvements made by or on behalf of Tenant shall be promptly discharged by Tenant, at its own expense, by bonding or otherwise. If Tenant should fail to discharge any such lien, Landlord may do so at Tenant's expense, and Tenant shall promptly reimburse Landlord its reasonable costs and expenses in to doing. All Alterations made by Tenant to the Premises shall remain therein; and, at termination of this Lease, shall be surrendered as a part thereof, except for fixtures and equipment installed at Tenant's cost, which fixtures and equipment may be removed by Tenant. Tenant shall, at its own expense, promptly repair all damage to the Premises or the building resulting from any such removal.

SECTION 7. USE OF PREMISES

7.01 The Tenant shall use and occupy the Premises throughout the term hereof for the purpose of general business use for the conduct of Tenant's operations in commercial seafood. Permitted activities shall be consistent with Tenant's business plan as approved by Landlord and shall include:

- a) Receiving, processing, storage and distribution of bait fish.
- b) Servicing, loading and unloading to fishing boats, of bait and lobster.
- c) Tenant may share its office space with Dropping Springs Lobster, LLC and Calendar Islands Maine Lobster, LLC.
- d) Both Dropping Springs Lobster, LLC and Calendar Islands Maine Lobster, LLC. may only post signage on the premises in accordance with the signage restrictions which this sublease requires of Tenant.

7.02. Customer Relations. Tenant recognizes that the maintenance of good customer relations and the maintenance of good relations among the other tenants and users of the Fish Pier Complex, as well as the image of the Landlord to visitors to the Complex, are of the utmost importance to the Landlord and Tenant.

7.03 Tenant shall comply with the operating rules of the Portland Fish Pier Authority governing activities at the Fish Pier Complex with respect to common areas and common facilities.

7.04. Parking. Tenant and Tenant's employees, customers, and others who are conducting business with Tenant or visiting the Premises shall park on the paved area of the Premises. Tenant may negotiate additional parking areas with Landlord if the available space on the Premises becomes inadequate for parking needs.

7.05 Hazard Analysis Critical Control Point ("HACCP") Facility. If required, Tenant shall develop and follow its own HACCP plan.

SECTION 8. LAWS AND REQUIREMENTS OF PUBLIC AUTHORITIES

8.01 During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, rules and regulations of the Federal, State, County and City Governments, and shall observe and comply with all rules of the Portland Fish Pier Authority applicable to common areas or facilities.

8.02 Tenant shall have the right, but not the obligation, to contest, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation, or requirement of the type referred to in the preceding subsection. If by the terms of any such provision, compliance may be legally delayed without risk of forfeiture or lien on the Premises or penalty to the Landlord, pending resolution of the legal challenge, Tenant may delay compliance therewith until final determination of such proceeding.

8.03 Landlord agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit Tenant to contest the validity or application of any such provision.

SECTION 9. ALTERATIONS

9.01 In addition to those improvements set forth in Section 6, Tenant may, at its own expense, place office and trade fixtures, office equipment, and the like in the Premises and make non-structural alterations, improvements, or additions ("Alterations") to the Premises, provided such work shall be performed in a good and workmanlike manner, in compliance with laws,

rules, orders, and regulations of governmental entities having authority over the Premises, and provided such Alterations shall not unreasonably interfere with the use and enjoyment of the Fish Exchange by Landlord. Landlord's approval shall be required for any structural alterations, additions, or improvements. Any mechanic's lien filed against the Premises or the Building by reason of any such work done by or on behalf of Tenant shall be promptly discharged by Tenant, at its own expense, by bonding or otherwise. If Tenant should fail to discharge any such lien, Landlord may do so at Tenant's expense, and Tenant shall promptly reimburse Landlord its reasonable costs and expenses in to doing. All Alterations made by Tenant to the Premises shall remain therein; and, at termination of this Lease, shall be surrendered as a part thereof, except for fixtures and equipment installed at Tenant's cost, which fixtures and equipment may be removed by Tenant. Tenant shall, at its own expense, promptly repair all damage to the Premises or the building resulting from any such removal.

9.02 The Tenant shall submit plans and specifications for any structural changes to the Landlord for its review. In the case of structural alterations, the Landlord shall submit such Plans and Specifications, together with its recommendations, to the Portland Fish Pier Authority's Board of Directors for its approval.

SECTION 10. REPAIRS AND MAINTENANCE

10.01 Tenant's Repairs and Maintenance. During the term of this Agreement and any extension thereof, Tenant will, at its sole expense, keep the Premises in as good order and repair as they are upon the completion of improvements, reasonable wear and tear excepted. Notwithstanding this provision, Tenant shall not be responsible for damages caused by reasonable wear and tear; by fire or other casualty which is not the result of acts by Tenant, its agents, contractors, employees, or business invitees; made necessary as a result of a taking by condemnation or right of eminent domain; losses covered by insurance which is required to be carried by Landlord as well as matters for which Landlord is responsible by the terms of this Lease; or conditions caused by the acts or negligence of Landlord, its agents, contractors, or employees. Tenant shall surrender the Premises at the end of the Lease Term in good order, condition, and repair.

10.02 Landlord's Repairs and Maintenance.

(a) During the term of this Agreement and any extension thereof, Landlord will maintain all utility services to the Premises to the point where Tenant connects with them for its use.

(b) Landlord's responsibilities under this section shall include, but not be limited to, repair and maintenance of the plumbing, electrical, heating, and communication and alarm systems; repairs to damage cause by Landlord, its agents, contractors, or employees; and the repair and replacement of exterior lighting.

10.03 Snow and Ice Removal. Tenant shall be responsible for removal of snow and ice on the leased premises.

10.04 Custodial Services. Tenant shall maintain the Premises in a clean manner, and shall not cause nor suffer any waste generated by its operations to accumulate on either the Premises or the Common Areas.

10.05 Trash Collection. Tenant shall be responsible for providing a waste dumpster for its own use and at its own expense at a location approved by Landlord. All trash containers shall be equipped with lids to discourage birds.

SECTION 11. SUBLETTING AND ASSIGNMENT

Tenant shall not assign nor encumber this Lease or any part thereof. Except as provided in Section 7.01, Tenant shall not sublet the Premises without the written approval of Landlord and the Fish Pier Authority. Said Landlord approval shall not be unreasonably withheld or conditioned.

SECTION 12. INDEMNIFICATION

12.01 To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless Landlord and the Fish Pier Authority, their officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person or property damage sustained by any one in and about the Fish Pier Complex, or as a result of activities or service at the Fish Pier Complex, resulting from any negligent act or omission of Tenant, its officers, agents and employees, except to the extent that such injury, death, or property damage results from any negligent act or omission of Landlord, its officers, agents, employees or servants. Tenant shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against Landlord or the Fish Pier Authority or in which Landlord or the Fish Pier Authority may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. Landlord shall have the right to participate in such suits and no action shall be settled without prior consent of the Landlord. If the Landlord refuses to authorize settlement, however, then Landlord shall pay all further attorney's fees or other defense costs. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the Landlord which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

12.02 Each party shall provide the other party with prompt notice of any claim filed against it as a result of or arising from activities under this Lease.

SECTION 13. INSURANCE

13.01 Minimum coverage. The Tenant shall obtain and cause to be kept in force at all times during the term of this Lease and any extension thereof, insurance in the types and in the minimum amounts set forth below:

	Description	Type	Amount
(i)	Commercial General Liability, including Broad Form Property Damage and Stevedore's Liability Coverage	B.I./P.D.	\$1,000,000
(ii)	Worker's Compensation	B.I./Death	Statutory Limits

13.02 Landlord protected. The Landlord, the Fish Pier Authority and the City of Portland shall each be named as an additional insured under items (i) and (ii) above.

13.03 Notice to Landlord. All policies of insurance required herein shall be in a form and issued by a company or companies satisfactory to the Landlord, and approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Landlord. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, Tenant shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement. All policies required hereunder shall be primary to any insurance or self-insurance which Landlord or City may maintain for its own benefit. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property (but not to the Premises which are the subject matter of this Agreement) and City personnel, and caused by, or resulting from negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors.

13.04 Certificates. Certificates or other evidence of insurance coverages required of Tenant in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the Landlord prior to use of the Premises. Such certificate or certificates shall specify each of the required coverages. Tenant shall at all times while this Lease Agreement is in effect provide Landlord and City of Portland with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier.

13.05 Scope. This indemnity and hold harmless section includes indemnity against all reasonable expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Landlord.

13.06 State law. The endorsement naming the Landlord, the Fish Pier Authority and the City as additional insureds shall provide that it is expressly agreed that no protection is afforded to either of them under the policy for any claim or suit against which, except for their status as additional insureds, they would be able to assert immunity under Maine Law, including but not limited to, the immunity afforded governmental entities by 14 M.R.S.A. §8101, et seq., the Maine Tort Claims Act and 14 M.R.S.A. §158 (the Charitable Immunity Act).

13.07 Release. Landlord and Tenant mutually agree that, with respect to any hazard which is covered by casualty or property insurance then being carried by them, or required to be carried hereunder (whether or not such insurance is then in effect), the one carrying or required to carry such insurance and suffering such loss releases the other from any and all claims with respect to such loss to the extent of such coverage; and they, further, mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If the release of the party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer. For purposes of this provision, self-insurance shall not be considered "covered by insurance."

13.08 Minimums. Landlord and the Tenant understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement. Tenant agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the Landlord. Such notices to change shall, in general, be issued no more often than every second (2) year of the lease term. The Landlord may take notice of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as amended.

13.09 Coverage of City of Portland. All of the terms of this section shall apply to and benefit the Landlord, the Fish Pier Authority and also the City of Portland as owner of the Premises.

SECTION 14. INTENTIONALLY OMITTED

SECTION 15. EMINENT DOMAIN

15.01 If the Premises, or a portion thereof, should be taken by condemnation or right of eminent domain (including a temporary taking), and if such taking should be such as in the ordinary course would interfere with Tenant's use of the Premises, Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its intentions to do so, provided that such notice is given not later than thirty (30) days after the effective date of such taking.

15.02 Should any part of the Premises be so taken and should this Lease not be terminated in accordance with the foregoing provisions, Landlord shall with all reasonable diligence, restore the Premises to a unit which is reasonably suitable to the uses of Tenant. If Landlord shall not have completed such work to the extent necessary to enable Tenant to use the Premises for the purposes and in the manner contemplated by this Lease by the expiration of ninety (90) days after the effective date of such taking, then Tenant may terminate this Lease by notice to Landlord with the same force and effect as if such date were the date originally established as the expiration date hereof.

15.03 If the Premises, or any portion thereof, should be taken by condemnation or right of eminent domain by the City of Portland or by an entity created or controlled by the City of Portland, then, in addition to any damages Tenant may be entitled to for the taking itself, Tenant shall also be entitled to receive from Landlord the following:

1. An amount to reimburse Tenant for the improvements it made to the Premises, said amount equal to the cost of Tenant's renovations and remodeling multiplied by a fraction the numerator of which is the unexpired term of this Agreement and the denominator of which is six (6);
2. Tenant's reasonable relocations costs; and
3. The amount of any increase in rent or other payments incurred by Tenant at its new location.

If the entire Premises leased to the Portland Fish Exchange under the Master Lease is taken by condemnation or right of eminent domain by the City of Portland while Landlord is still in possession of same, then this Section 15.03 shall not apply.

SECTION 16. ABATEMENT OF RENT

In the event of a taking described in Section 15, the Rent and all other charges payable hereunder, or a fair and just proportion thereof according to the nature and extent of Tenant's loss of use, shall be suspended or abated until the Premises are restored as provided in this Article.

SECTION 17. AWARD

If a taking occurs, Landlord and Tenant shall share in any award as their interests might appear, giving due regard to the losses sustained by each, the value of Tenant's Lease, and the value of the renovations and remodeling done by Tenant under Section 6. Tenant may also prosecute in any condemnation proceeding its claims for the value of Tenant's trade fixtures, the unamortized value of the improvements to the Premises made by Tenant, and relocation expenses.

SECTION 18. PROHIBITION ON MORTGAGES

The Tenant may not mortgage what interest, if any, it has in this Agreement and in the Premises, nor may it make a collateral assignment of this Agreement except with the written consent of Landlord, which consent shall not be unreasonably withheld.

SECTION 19. NON-COMPETE

19.01 Tenant acknowledges that Landlord, as its main business activity, sorts, culls and weighs fresh seafood prior to every auction, and de-heads, steaks, reweighs and boxes seafood for auction. Tenant shall not compete with Landlord in that business by performing the same or similar activities at the Leased Premises.

19.02 Tenant shall not off load any seafood other than lobster and bait at the Premises.

SECTION 20. TENANT'S DEFAULT

20.01. The Tenant shall be deemed to be in default in the event any of the following conditions should occur:

(a) Tenant fails to pay, when due, any amount or installment of Rent, or any other payment specified herein;

(b) Tenant fails to observe or to perform any covenant, agreement, or obligation of this Agreement;

(c) There shall occur the dissolution of the Tenant or the Tenant shall file any petition or institute any proceedings under the Bankruptcy Code, either as such Code now exists or under any amendment thereof which may hereafter be enacted, or under any act or acts, state or federal, dealing with, or relation to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor; or in any similar capacity, or any involuntary petition in bankruptcy is filed against the Tenant and the same is not stayed or discharged within thirty (30) days from such filing or any other petition or any other proceedings of the foregoing or similar kind or character filed or instituted or taken against the Tenant, or a receiver of the business or of the property or assets of the Tenant shall be appointed by any court, except a receiver appointed at the insistence or request of the City; or Tenant shall make a general or any other assignment for the benefit of the Tenant's creditors;

(d) The Tenant shall substantially abandon or vacate the Premises or fail to use the Premises for the purposes set forth in Section 7.

20.02 Remedies for Tenant's Default. If Tenant should be in default for any reason, then the Landlord shall provide reasonable notice of such default, and the Tenant shall undertake to cure such default within thirty (30) days from receipt of such notice, except as the time may be extended by Section 23, Force Majeure. If a Default hereunder continues for sixty (60) days, Landlord may, at its election, give Tenant written notice of its intention to terminate this Agreement on a date specified in said notice, which date shall not be earlier than ten (10) days after such notice is given. If such Default has not been cured on the date so specified, then with or without the entry of Landlord, this Agreement and the term hereof shall thereupon terminate and Landlord may re-enter and take possession of the Premises and the Facility and Tenant shall forthwith surrender possession of the Premises. Tenant shall be, and shall remain, liable for all rental and other charges accrued hereunder to the date such termination becomes effective. Notwithstanding any other provision of this Agreement, Defaults in the payment of Rent must be cured within thirty (30) days of the Notice of Default of this Agreement and the Term thereof shall thereupon terminate in accordance with the provisions of Section 25.

SECTION 21. LANDLORD'S SELF-HELP/ATTORNEY'S FEES

21.01 If Tenant should default in the performance or observance of any agreement or condition in this Lease required to be performed or observed by it, other than an obligation to pay money, and should not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant. Any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees either to reimburse Landlord therefor, as additional rent within ten (10) days after being invoiced by Landlord, or save Landlord harmless therefrom.

SECTION 22. LANDLORD'S DEFAULT

22.01 The Landlord shall be deemed to be in default in the event any of the following conditions should occur:

(a) It is determined that the Landlord does not have the power and authority to execute and deliver this Agreement and to carry out and perform all covenants to be performed by it hereunder.

(b) The Premises are not free from encumbrances, liens, defects in title, violations of law, lease, tenancies, easement, or other restrictions, with the exception of those expressly stated in this Agreement, which prevent Tenant from carrying on its business.

(c) The Landlord is unable to secure or provide, at the time of the commencement of the Term and at all times thereafter, free and adequate means of ingress and egress to the Premises for Tenant.

(d) The Landlord fails to observe or perform any covenants, agreements, or obligations of this Agreement.

22.02 Remedies for Landlord's Default. If Landlord should be in default for any reason, then the Tenant shall provide reasonable notice of such default, and the Landlord shall undertake to cure such default within thirty (30) days from receipt of such notice, except as the time may be extended by Section 24, Force Majeure. If a Default hereunder continues for sixty (60) days, Tenant may, at its election, give Landlord written notice of such Default as aforesaid and its intention to terminate this Agreement on a date specified in said notice, which date shall not be earlier than ten (10) days after the notice is given. If such Default has not been cured on the date so specified and with or without entry of Landlord, this Agreement, the Term, and Tenant's rent obligations hereunder shall thereupon terminate.

In the event of a uncured default by Landlord, Tenant shall have all remedies available at law or in equity. In addition, Landlord shall pay Tenant for the cost to Tenant of Tenant's remodeling and renovations under Section 6 under the following formula: Amount due Tenant equals costs of Tenant's remodeling and renovations times a fraction the numerator of which is the unexpired term of this Agreement and the denominator of which is six (6).

In addition to the other remedies provided herein, in the event that Landlord fails to cure a Default within sixty (60) days of notice, Tenant may take whatever action, at law or in equity, may appear necessary or desirable to enforce performance and observation of any obligation or covenant of Landlord under this Agreement.

SECTION 23. FORCE MAJEURE

In any case where either party hereto is required to do any act (except for the payment of money), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time."

SECTION 24. TERMINATION BY TENANT BECAUSE OF CHANGES IN OR NEW INTERPRETATIONS OF RULES OR REGULATIONS

Tenant is entitled to terminate this Agreement if:

(a) there is any change in governmental rules or regulations regarding the harvesting of seafood species, which rules or regulations substantially impair Tenant's ability to carry on its business; or

(b) there is an interpretation given to an existing governmental rule or regulation with respect to the seafood industry that substantially impairs Tenant's ability to conduct its business at the Premises; or there are changes in or interpretations of any other rules or regulations mentioned in Section 8 that substantially impair Tenant's ability to carry on its business at the Premises.

Tenant shall give thirty (30) days notice of its intent to terminate because of a change in or interpretation of rules or regulations as aforesaid. Upon the expiration of the notice period, Tenant shall be relieved of all duty to pay rent or to fulfill any other obligation under this Agreement.

In the event of termination for a change in or interpretation of rules or regulations promulgated by the City of Portland or The Fish Pier Authority, then Tenant shall be entitled to recover from Landlord its costs and expenses for remodeling and renovations under Section 6 pursuant to the following formula: Amount to be paid to Tenant equals the cost of Tenant's renovations and remodeling multiplied by a fraction the numerator of which is unexpired term of this Agreement and the denominator of which is six (6).

SECTION 25. COMPLIANCE WITH ENVIRONMENTAL LAWS

25.01 The Tenant will comply in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "hazardous materials," as defined herein.

25.02 The term "hazardous materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority, including, but not limited to : (i) petroleum; (ii) friable or non-friable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance," pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste," pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance," pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacement to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) any "hazardous waste," "hazardous substance" or "chemical substance or mixture" or similarly regulated substances or material as such phrases are defined in or regulated pursuant to

any applicable state or local law, regulation or ordinance governing the generation, storage, discharge, transportation or disposal of the same.

25.03 The Tenant, at its own cost and expense, will promptly take all actions which may be necessary to abate, remove, clean up, and otherwise cure any violation caused by Tenant of environmental laws caused by any hazardous materials used, generated, released, discharged, stored, or disposed of on the Premises during its tenancy.

25.04 Tenant will defend, indemnify and hold the Landlord harmless from any cost, expense, claims or liability resulting from violations of any environmental laws hereunder by Tenant.

25.05 The Terms of this section shall expressly survive the expiration or earlier termination of the Lease.

SECTION 26. TERMINATION AND EXPIRATION

26.01 After April 30, 2012, Tenant may terminate this Agreement for any reason by providing Landlord with six months prior written notice. Upon such termination, Tenant shall forfeit the security deposit and one month's rent.

26.02 Upon expiration of the Term or termination pursuant to the provisions hereof, the Tenant shall yield and deliver to the Landlord possession of the Premises in good repair and condition, reasonable wear and tear excepted. If the Tenant should fail to yield the Premises in the required condition, the Landlord may undertake whatever repairs or work required to restore the Premises to good repair and condition and the Tenant shall pay the cost thereof upon presentation of the Landlord of an itemization of such costs incurred.

SECTION 27. LANDLORD'S COVENANTS AND WARRANTIES

Landlord covenants and warrants to Tenant as follows:

- (a) That Landlord lawfully possesses the Premises which are the subject matter of this Agreement under the Master Lease;
- (b) That Landlord has committed no breach or default of the Master Lease and will not commit any breach or default in the future;
- (c) That Landlord has the legal right to sublease the Premises to Tenant under the terms and conditions of this Agreement and that Landlord has obtained all consents necessary from the City of Portland, the Portland Fish Pier Authority and any other entity or governmental body; and

(d) That so long as Tenant pays the rent and observes all other provisions of this Agreement, Tenant may peacefully hold, enjoy and occupy the Premises for the term of this Agreement and any renewal period.

SECTION 28. HOLDING OVER

Any holding over by Tenant after the expiration of the Lease Term or any renewal thereof shall be treated as a tenancy from month-to-month terminable upon sixty (60) days notice by either Landlord or Tenant to the other and otherwise on the terms and conditions set forth in this Lease, so far as applicable.

SECTION 29. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 30. RECORDING MEMORANDUM

Landlord and Tenant agree not to record this Lease, but each party agrees, at the request of the other, to execute, acknowledge, and deliver a memorandum of lease. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

SECTION 31. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant and Landlord shall be construed to be both a covenant and a condition.

SECTION 32. WAIVERS

Failure of the Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by the Landlord or Tenant at any time, expressed or

implied, of any breach of any provision of this Agreement shall be deemed an waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

SECTION 33. SUBORDINATE TO OTHER AGREEMENTS

33.01 All terms and obligations under this Agreement shall be subordinate to the provisions of the master lease and all other existing agreements between the Landlord and the Fish Pier Authority, the City of Portland and the Fish Pier Authority, and the City of Portland and the State of Maine and United States Government, and any future agreements between the same, relative to the operation, funding and construction of the Fish Pier Complex. Tenant agrees to execute any amendment to this Agreement whenever requested by the City of Portland which is required to bring the City into compliance with any law or regulation relating to the development and operation of the Fish Pier Complex project.

33.02 No Discrimination. It is understood and agreed that funds for the construction of the Complex by City and its assignees have been provided in part by grant money from the United States Economic Development Administration, and that it is essential that use by the fishing industry of Common Areas be preserved and protected and that service to vessels be provided according to reasonable and lawful rules and regulation and without discrimination and without preference.

SECTION 34. LANDLORD'S RIGHT TO ENTER, INSPECT AND REPAIR

The Landlord, by its authorized officers, employees, agents, contractors, sub-contractors and other representatives, shall have the right at such times as may be reasonable under the circumstances and with as little interruption of Tenant's operations as is reasonably practicable, to enter upon the Premises without charge for the purposes of Inspection and Maintenance as set forth below. Landlord and its authorized officers, employees, agents, contractors, sub-contractors and other representatives, however, shall comply with the protocols of Tenant existing at the time of entry, including, but without limitation, Tenant's food safety protocol for visitors and contractors, and Tenant's requirements of notice, sign-in and completion and signature of health questionnaires. Tenant may deny access or entry to any person who fails to comply with Tenant's protocols.

(a) Inspection. To inspect the Premises to determine whether tenant has complied and is complying with the terms and conditions of this Agreement.

(b) Maintenance. To perform maintenance and make repairs in any case where it has an obligation to do so or where Tenant has failed to carry out its obligation to do so, but only after the Landlord has given Tenant reasonable notice to perform its maintenance obligation. In

that event, Tenant shall promptly, upon demand, reimburse the Landlord for the reasonable cost of the Landlord performing Tenant's maintenance or repair obligation as Additional Rental.

SECTION 35. COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Lease Term.

SECTION 36. NOTICES

Whenever, by the terms of this Lease, a notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand, or sent by Federal Express or a similar reputable express delivery service, or by registered or certified mail, return receipt requested, postage prepaid. If intended for Landlord, addressed to Landlord, at the address set forth below; and if intended for Tenant, addressed to Tenant at the Premises.

All such notices shall be effective upon receipt.

Notices to Landlord shall be sent to:

Portland Fish Exchange
6 Portland Fish Pier
Portland, Maine 04101

Portland Fish Pier Authority
389 Congress Street
Portland, Maine 04101

Notices to Tenant shall be sent to:

Dropping Springs Bait Co., LLC
430 Commercial St.
Portland, Maine 04101

SECTION 37. ENTIRE AGREEMENT

This Agreement (including exhibits hereto) expresses the entire understanding and all agreements of the Landlord and the Tenant with each other, and neither the Landlord nor the Tenant has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Agreement (including the exhibits hereto). This

Agreement and its Exhibits may be modified only by a written amendment approved by the governing bodies of both parties and signed by the Landlord and the Tenant.

SECTION 38. GOVERNING LAWS

This Agreement shall be governed by the laws of Maine

IN WITNESS WHEREOF, **PORTLAND FISH EXCHANGE** has caused this AGREEMENT to be signed in its corporate name by Kate Varian, its President thereunto duly authorized, and **DROPPING SPRINGS BAIT CO., LLC** has caused this AGREEMENT to be signed in its corporate name by JEFFRY LEBERE, its MANAGER, thereunto duly authorized, as of the day and date first stated above.

WITNESS:

Suzanne C. Waty

PORTLAND FISH EXCHANGE

By: Katie M Varian

Printed Name: KATIE M. VARIAN

Its: PRESIDENT

WITNESS:

ES Jordan

DROPPING SPRINGS BAIT CO., LLC

By: Jeffrey Lebere

Printed Name: JEFFRY LEBERE

Its: MANAGER

Approved as to Legality:


MCL

STATE OF MAINE
Cumberland, ss.

May
~~April~~ 4, 2010

Personally appeared the above-named Jeffery Legere in his/her capacity as Manager of Dropping Springs Bait Co., LLC, and acknowledges this **AGREEMENT** to be his/her free act and deed and the free act and deed of Dropping Springs Bait Co., LLC.

Before Me,




NOTARY PUBLIC/ATTORNEY AT LAW
PRINT NAME: Mary E. Costigan
MY COMMISSION EXPIRES: _____

STATE OF MAINE
~~Cumberland~~, ss.
Lincoln

May 3rd
~~April~~, 2010

Personally appeared the above-named Kate Varian in her capacity as President of the Portland Fish Exchange and acknowledges this **AGREEMENT** to be her free act and deed and the free act and deed of the Portland Fish Exchange.

Before Me,



NOTARY PUBLIC/ATTORNEY AT LAW
PRINT NAME: Lynne M Plourde
MY COMMISSION EXPIRES: May 6, 2011

**Lynne M. Plourde
Notary Public, Maine
My Commission Expires May 6, 2011**

CONSENT OF THE PORTLAND FISH PIER AUTHORITY AND AGREEMENT TO
STAND-IN AS LANDLORD

The Portland Fish Pier Authority hereby consents to the Sublease of the Premises to the Tenant under the terms and conditions of the foregoing Agreement.


In addition, The Portland Fish Pier Authority agrees that the Tenant may continue to occupy the leased Premises under the terms and conditions of the foregoing Agreement when the Master Lease expires on or about April 30, 2016. The Portland Fish Pier Authority also agrees that if the Master Lease is not successfully renegotiated in 2011, as provided for in said Master Lease, Tenant may continue to occupy the Premises under the terms and conditions in the foregoing Agreement.

The Portland Fish Pier Authority also agrees that if there is a breach or default in the Master Lease by The Portland Fish Exchange, Tenant may continue to occupy the Premises under the foregoing Agreement so long as it continues to pay its rent and honor its other obligations specified in said Agreement.

Finally, in the event the Portland Fish Exchange ceases to be the Landlord under the foregoing Agreement, then the Portland Fish Pier Authority shall become the Landlord, and it shall be bound by all the terms and conditions of the foregoing Agreement, and it shall succeed to all the rights and obligations of the Landlord under the foregoing Agreement.

Dated: 4-12-10

Portland Fish Pier Authority


By: Kevin Kusseau
Its: President

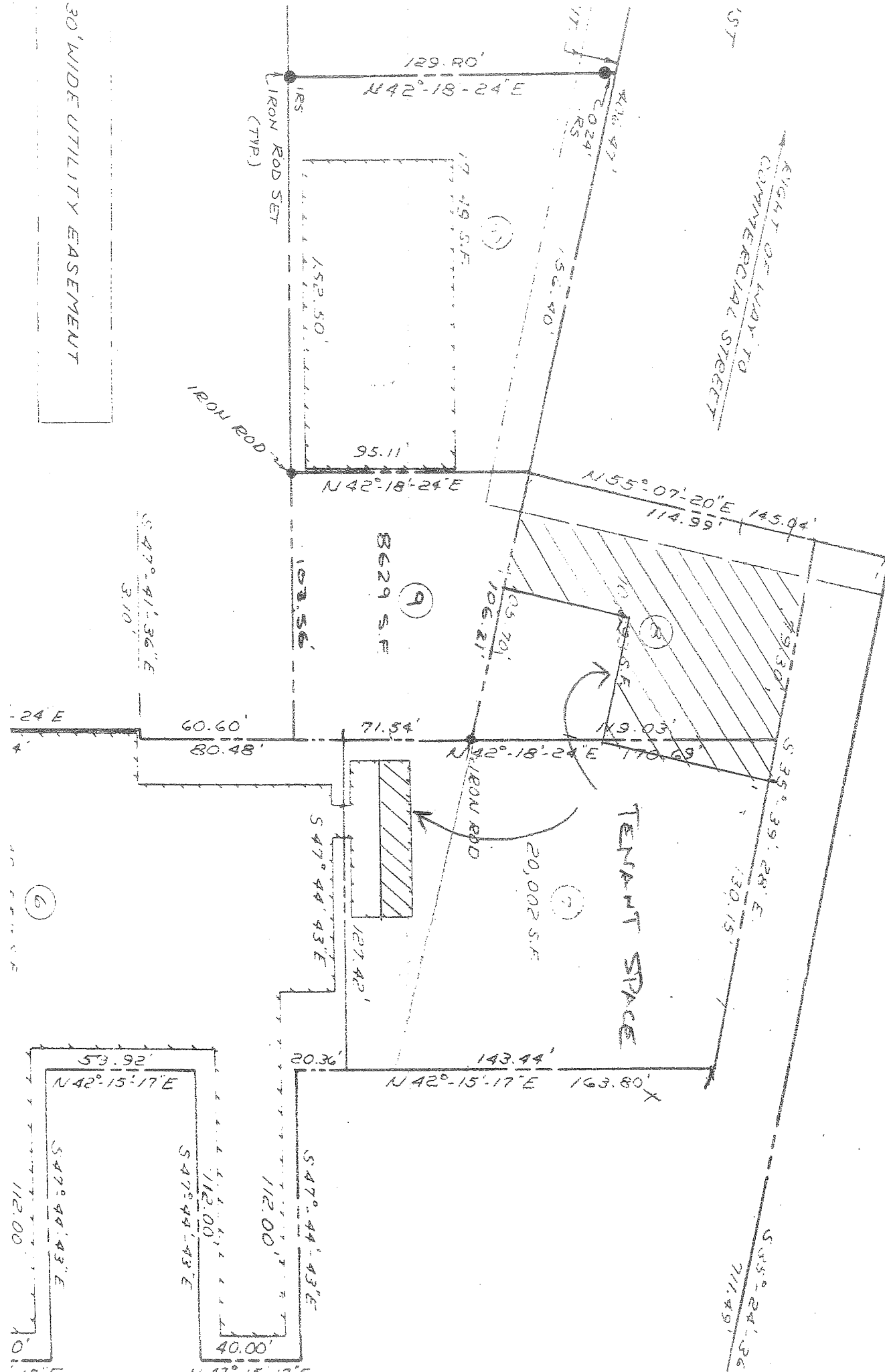
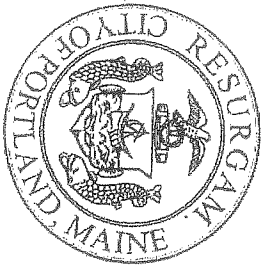


EXHIBIT A

So-1

SCALE



Waterfront Central Zone Context and Boundary Map

Map produced by the Portland Planning Division
from year 2006 GIS Program data. For use in the
evaluation of Waterfront Central Zone text amendments.
October 2009

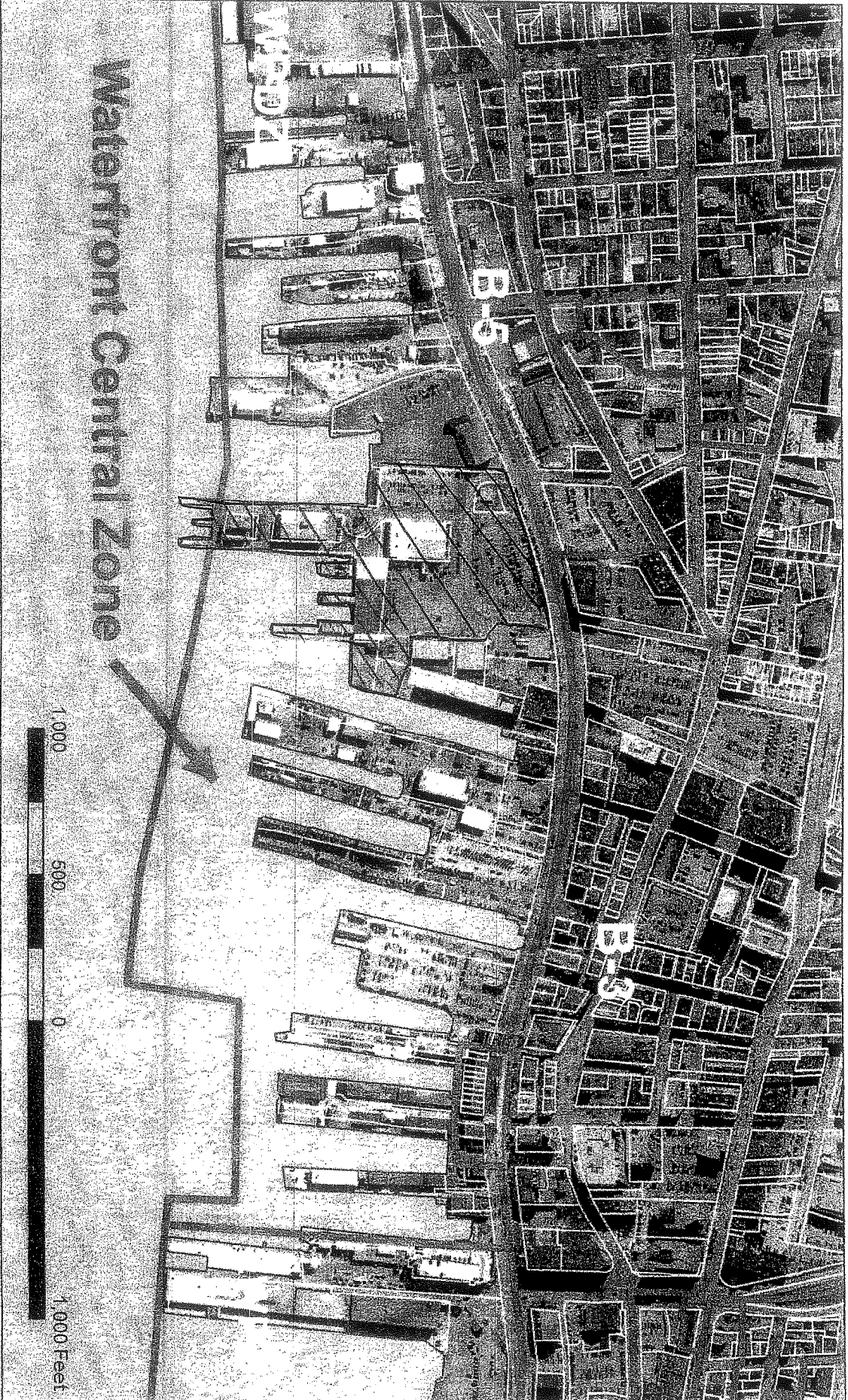
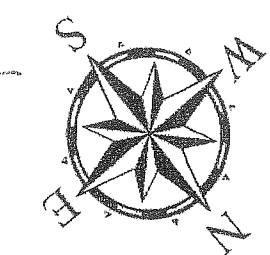


EXHIBIT 1



Att. A

**FIRST AMENDMENT TO
SUBLEASE AGREEMENT
BETWEEN PORTLAND FISH EXCHANGE AND
DROPPING SPRINGS BAIT CO., LLC**

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "Amendment"), dated as of August 10, 2010, is by and between **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation, incorporated under the provisions of the Maine Non-Profit Corporation Act, 13-B M.R.S. §101, et. seq., and doing business in Portland, County of Cumberland, State of Maine ("Landlord") and **DROPPING SPRINGS BAIT CO., LLC**, a Maine corporation with a mailing address of 430 Commercial Street, Portland, Maine 04101 ("Tenant")

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Sublease Agreement dated May 1, 2010 (the "Original Sublease") with respect to certain premises situated at the Portland Fish Pier, as more particularly described therein (the "Original Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Original Sublease. The term "Sublease" shall include the Original Sublease, as modified by this First Amendment. From and after the effective date hereof, all references in the Sublease to the demised premises shall be deemed to be a reference to the demised premises described in Paragraph 2 below and all references in Exhibit A shall be deemed to be a reference to Exhibit A attached to this Amendment.

2. The Premises is hereby amended to mean (a) the cross hatched areas on the plan attached to this Amendment as **Exhibit A**, being a portion of Lot 7 in the Portland Fish Pier Complex, which is approximately 7,500 square feet of land area; (b) approximately 73 lineal feet of wharf access as depicted on **Exhibit A**; (c) office space located in approximately 25% of the office trailer in year one and approximately 50% of the office trailer in year two and subsequent years; (d) together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining.

3. The effective date of this Amendment shall be the date that the "Dropping Springs Relocation Work" (as defined below) is completed; provided, however, that if the Dropping Springs Relocation Work is not completed by May 1, 2011, the effective date of this Amendment shall be the date that Dropping Springs relocates to the Premises described in Paragraph 2 above in accordance with the provisions of that certain Memorandum of Understanding (Dropping Springs) dated on or about the date hereof, by and among Landlord, Tenant, the Portland Fish Pier Authority, Waterfront, Maine Limited Partnership and Pierce Atwood LLP (the "Dropping Springs Relocation MOU"). The term "Dropping Springs Relocation Work" shall have the meaning ascribed to such term in the Dropping Springs Relocation MOU.

4. The Original Sublease, as modified herein, is hereby ratified and approved and shall remain in full force and effect.

5. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns and shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth in the introductory paragraph above.

PORTLAND FISH EXCHANGE, a Maine
non-profit corporation

DROPPING SPRINGS BAIT CO., LLC, a
Maine limited liability company

By: _____

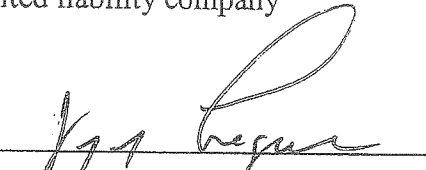
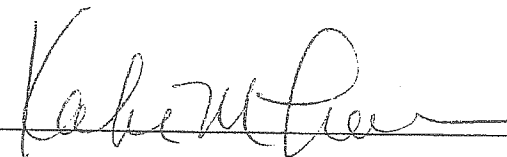
Name:

Its:

By: _____

Name:

Its:



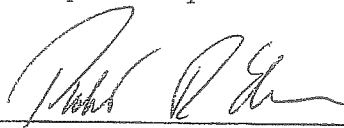
JEFF LEGERE
Gerald MANNING

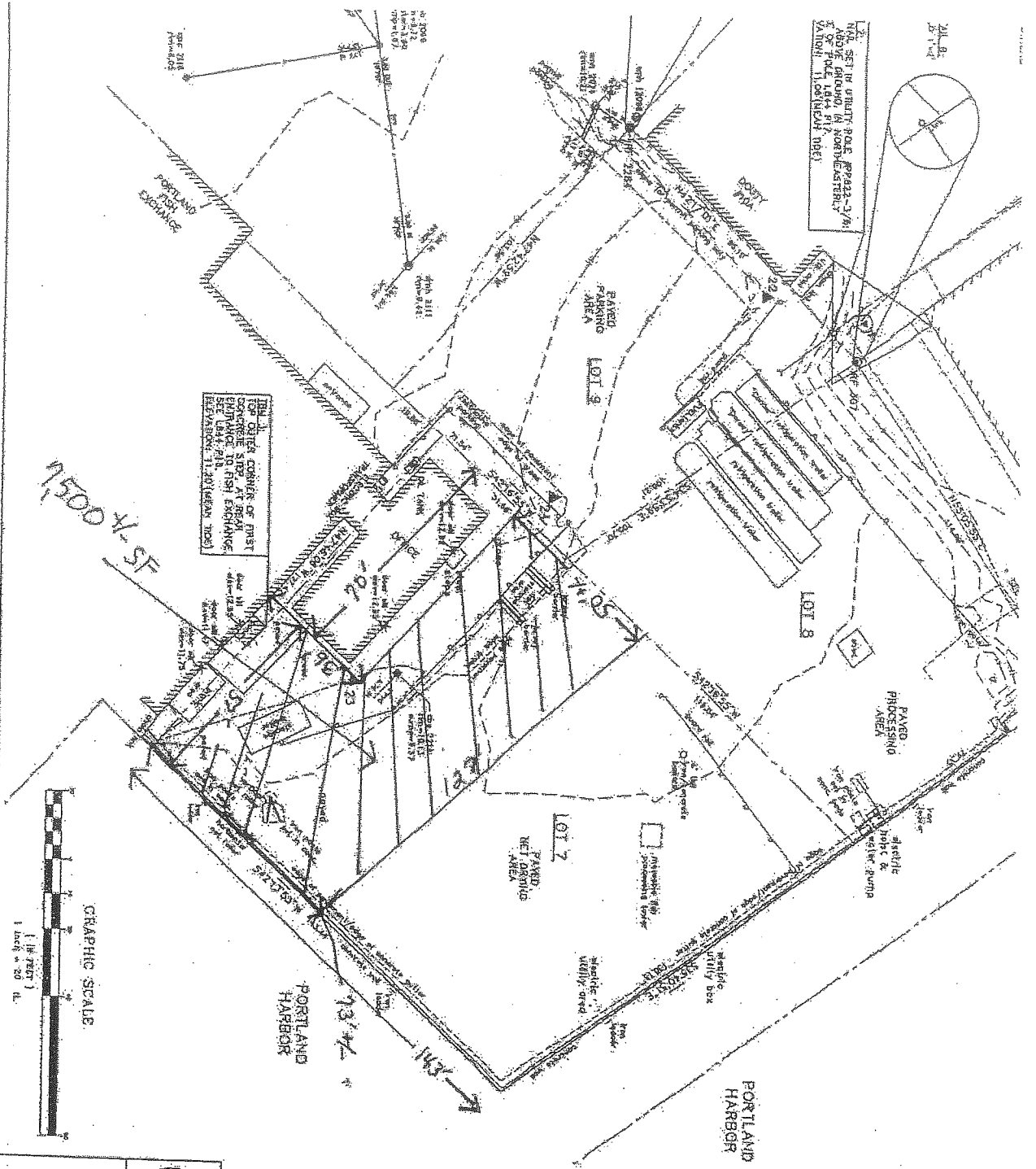
CONSENT OF THE PORTLAND FISH PIER AUTHORITY

The Portland Fish Pier Authority hereby consents to the foregoing Amendment to Sublease and agrees that the "Consent of the Portland Fish Pier Authority and Agreement to Stand-In as Landlord" attached to the Original Sublease, shall apply to the Original Sublease as amended hereby.

**PORTLAND FISH PIER AUTHORITY, a
Maine non-profit corporation**

Dated: August 25, 2010

By: 
Name: President
Its:



**MEMORANDUM OF UNDERSTANDING
(Dropping Springs Relocation)**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), dated as of August 10, 2010, is by and among **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation (the "Fish Exchange"), **PORTLAND FISH PIER AUTHORITY**, a Maine non-profit corporation (the "Authority"), **DROPPING SPRINGS BAIT CO., LLC**, a Maine limited liability company, ("Dropping Springs"), **WATERFRONT, MAINE LIMITED PARTNERSHIP**, a Maine limited partnership ("WFM") and **PIERCE ATWOOD LLP**, a Maine limited liability partnership ("Pierce Atwood").

PRELIMINARY STATEMENTS

A. Pursuant to a Lease Agreement between the Authority and the Fish Exchange dated May 1, 2006, the Authority leases to the Fish Exchange certain portions of the Portland Fish Pier, which portions include, but are not limited to, Lots 7 and 8 as depicted on City of Portland Tax Map 41. Said Lots 7 and 8 are sometimes referred to as the "Net Yard".

B. Pursuant to a Sublease between the Fish Exchange as landlord and Dropping Springs as tenant dated May 1, 2010 (the "Dropping Springs Sublease"), the Fish Exchange leased to Dropping Springs certain portions of the Net Yard, as more particularly described therein.

C. WFM owns a certain parcel of land adjacent to the Net Yard being identified on the City of Portland Tax Map 41 as Tax Lots 17 and 18 (the "WMF Parcel"). Pursuant to a Lease Agreement between WFM and Pierce Atwood dated July 6, 2010, WFM has leased to Pierce Atwood, subject to certain contingencies, a portion of the Cumberland Cold Storage building, now to be known as the Merrill Wharf Building.

D. In order to accommodate the operations of each of the parties hereto and provide for a mutually acceptable co-existence of disparate mixed uses, the parties have agreed to enter into this MOU.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Dropping Springs and the Fish Exchange will enter into an Amendment to Sublease in the form attached hereto as **Exhibit A** to modify the demised premises. The relocated demised premises are depicted on the draft site plan (the "Site Plan") attached hereto as **Exhibit B**.

2. The following work (the "Dropping Springs Relocation Work") will be completed on the relocated demised premises:

(a) An approximately 1,500 square foot cooler building reasonably satisfactory to Dropping Springs in quality and dimension shall be placed on the relocated demised premises in the location depicted on the Site Plan. Power will be brought in from the Portland Fish Exchange building and separately metered. A pad site will be prepared for the cooler building and grading will be performed to allow fork lifts to drive directly into the cooler building from the "Processing Area" depicted on the Site Plan. All grading, utility work, foundation work and other preparation work will be completed so as to allow use and occupancy of the cooler building by Dropping Springs.

(b) The guard rail currently running in a generally east/west direction in the Net Yard will be relocated to run in a generally north-south direction, as depicted on the Site Plan. The guard rail currently located in front of the office trailer would be relocated closer to the office trailer to mark the boundary of the relocated premises alongside the front of the office trailer. The area in front of the office trailer between the current guard rail and the relocated guard rail will be graded so as to allow direct forklift access for storage of barrels, totes and flats.

(c) Water drainage from the operations of Dropping Springs will be routed towards and tied into the existing catch basin depicted on the Site Plan, or such other disposition reasonably satisfactory to the parties hereto and regulatory officials that prevents water from running off of the demised premises to neighboring properties and minimizes other run-off and standing water on the demised premises.

(d) The hoist and the rinsing machine will be relocated to the Processing Area.

(e) The net rollers currently located in the Processing Area will be removed. In the Fish Exchange's discretion, one or both of such rollers may be relocated in the Net Yard outside of the reconfigured demised premises.

3. The parties will use their best efforts to complete the Dropping Springs Relocation Work no later than May 1, 2011. If the Dropping Springs Relocation Work is not completed by May 1, 2011, Dropping Springs will not be obligated to move until after January 1, 2012, unless an earlier relocation is approved by Dropping Springs. Upon completion of the Dropping Springs Relocation Work, but in any event, no sooner than January 1, 2011 and no later than April 15, 2011, the Fish Exchange shall give notice of completion to Dropping Springs (the "Completion Notice"). Dropping Springs shall select a date, within ten (10) days of the Completion Notice, and reasonably satisfactory to the Fish Exchange, on which Dropping Springs would like the hoist and rinsing machine to be relocated and on which it will commence the relocation of its operations. Such relocation, which shall include the relocation or removal of all equipment, barrels, totes, flats and other personal property (but excluding the refrigerated trailers), must be completed within fifteen (15) days of the Completion Notice. The refrigerator trailers currently on the demised premises must be removed no later sixty (60) days after the Completion Notice. The parties will work cooperatively and in good faith to complete the

Dropping Springs Relocation Work and to undertake such relocation in a manner so as to minimize the disruption to the operations of Dropping Springs, to the extent practicable. During thirty day period after the date this Agreement is approved by the Boards of the Fish Exchange and the Authority, the parties shall work cooperatively to establish a mutually acceptable timeline/schedule for completing the Dropping Springs Relocation Work.

4. All of the above work will be accomplished at no cost to Dropping Springs, except as provided in Paragraph 6 below. The Authority and/or the Fish Exchange shall undertake the Dropping Springs Relocation Work. WFM and Pierce Atwood collectively agree to contribute 50%, up to a maximum of Fifty Thousand Dollars (\$50,000) in total (i.e., a maximum of \$25,000 from each of WFM and Pierce Atwood), toward the cost of the Dropping Springs Relocation Work. The balance of the cost of the Dropping Springs Relocation Work shall be paid by the Authority and/or the Fish Exchange. A preliminary line-item budget for the Dropping Springs Relocation Work is attached hereto as **Exhibit C**. Upon request, the Authority and/or the Fish Pier shall provide WFM and Pierce Atwood with copies of paid invoices. The Authority and the Fish Exchange agree to use all commercially reasonable efforts to have the relocation work completed at a reasonable and competitive cost.

5. Anything to the contrary herein notwithstanding, WFM and Pierce Atwood shall purchase the cooler building structure (excluding the site preparation work) and donate the same to the Fish Exchange. If the purchase price for the cooler building exceeds the maximum contribution of WFM and Pierce Atwood for the Dropping Springs Relocation Work, as calculated pursuant to Paragraph 4 above, WFM and Pierce Atwood would receive a credit against amounts payable by WFM and Pierce Atwood under the "Marine Use MOU" (as defined below) until their collective contribution, taking into accounts such credits, equals the maximum contribution as provided in said Paragraph 4. The Marine Use MOU is that certain Memorandum of Understanding (Historic Marine Use), dated on or about this date, by and among the Fish Exchange, the Authority, WFM and Pierce Atwood.

6. Dropping Springs shall use its reasonable good faith efforts to sell the existing refrigerated trailers at reasonable and competitive prices. The net proceeds of such sales shall be paid by Dropping Springs to the Fish Exchange or the Authority, as directed by the Fish Exchange, to offset the cost of the Dropping Springs Relocation Work.

7. Contingencies.

(a) This MOU is subject to obtaining Site Plan approval from the City of Portland and any other approvals required for the relocated demised premises and the operations of Dropping Springs thereon based upon the Site Plan attached hereto. The Fish Exchange and Dropping Springs agree to use their best efforts to obtain such approvals on or before September 30, 2010. If Site Plan approval requires modifications to the Site Plan attached hereto, any such modifications shall be subject to the reasonable approval of the parties hereto. In the event that such approvals are not obtained, the parties agree to work cooperatively and in good faith to agree upon modifications to the demised premises or other changes as may be required to obtain such approvals. If despite such efforts, approvals for reconfigured demised premises are not obtained by December 31, 2010, any party shall have the right to terminate this MOU by giving written notice to the other parties, whereupon this MOU shall terminate and the parties shall have no further rights or obligations hereunder.


(b) This MOU is subject to obtaining approval, on or before August 9, 2010, from the Board of Directors of the Fish Exchange and the Authority for (i) this MOU and (ii) the Marine Use MOU. If such approvals are not obtained by such date, any party shall have the right to terminate this MOU by giving written notice to the other parties, whereupon this MOU shall terminate and the parties shall have no further rights or obligations hereunder.

8. This MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and the respective successors and assigns and shall be governed by and interpreted in accordance with the laws of the State of Maine.

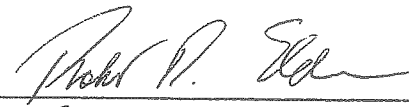
[Signatures appear on the following page]

DATED as of the date first set forth above.

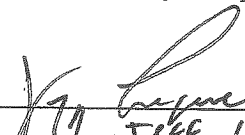
PORTLAND FISH EXCHANGE, a Maine non-profit corporation

By: 
Name: Kate Varian
Its: President


PORTLAND FISH ^{PIER} AUTHORITY, a Maine non-profit corporation

By: 
Name: President
Its: President

DROPPING SPRINGS BAIT CO., LLC, a Maine limited liability company

By: 
Name: Jeff Lesene
Its: General Manager

PIERCE ATWOOD LLP, a Maine limited liability partnership

By: 
Name: Donald Piro
Its:

WATERFRONT, MAINE LIMITED PARTNERSHIP, a Maine limited partnership

By: ~~Tickly Bender Realty Corp., a New York corporation, and General Partner~~ ^{TG}


By: 
Name: ANTHONY J. GATTI
Its: GENERAL PARTNER

EXHIBIT A
FORM OF SUBLEASE AMENDMENT

[See Attached]

**FIRST AMENDMENT TO
SUBLEASE AGREEMENT
BETWEEN PORTLAND FISH EXCHANGE AND
DROPPING SPRINGS BAIT CO., LLC**

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "Amendment"), dated as of August 10, 2010, is by and between **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation, incorporated under the provisions of the Maine Non-Profit Corporation Act, 13-B M.R.S. §101, et. seq., and doing business in Portland, County of Cumberland, State of Maine ("Landlord") and **DROPPING SPRINGS BAIT CO., LLC**, a Maine corporation with a mailing address of 430 Commercial Street, Portland, Maine 04101 ("Tenant")

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Sublease Agreement dated May 1, 2010 (the "Original Sublease") with respect to certain premises situated at the Portland Fish Pier, as more particularly described therein (the "Original Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Original Sublease. The term "Sublease" shall include the Original Sublease, as modified by this First Amendment. From and after the effective date hereof, all references in the Sublease to the demised premises shall be deemed to be a reference to the demised premises described in Paragraph 2 below and all references in Exhibit A shall be deemed to be a reference to Exhibit A attached to this Amendment.

2. The Premises is hereby amended to mean (a) the cross hatched areas on the plan attached to this Amendment as **Exhibit A**, being a portion of Lot 7 in the Portland Fish Pier Complex, which is approximately 7,500 square feet of land area; (b) approximately 73 lineal feet of wharf access as depicted on **Exhibit A**; (c) office space located in approximately 25% of the office trailer in year one and approximately 50% of the office trailer in year two and subsequent years; (d) together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges and immunities thereunto belonging or pertaining.

3. The effective date of this Amendment shall be the date that the "Dropping Springs Relocation Work" (as defined below) is completed; provided, however, that if the Dropping Springs Relocation Work is not completed by May 1, 2011, the effective date of this Amendment shall be the date that Dropping Springs relocates to the Premises described in Paragraph 2 above in accordance with the provisions of that certain Memorandum of Understanding (Dropping Springs) dated on or about the date hereof, by and among Landlord, Tenant, the Portland Fish Pier Authority, Waterfront, Maine Limited Partnership and Pierce Atwood LLP (the "Dropping Springs Relocation MOU"). The term "Dropping Springs Relocation Work" shall have the meaning ascribed to such term in the Dropping Springs Relocation MOU.

4. The Original Sublease, as modified herein, is hereby ratified and approved and shall remain in full force and effect.

5. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns and shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth in the introductory paragraph above.

PORTLAND FISH EXCHANGE, a Maine
non-profit corporation

DROPPING SPRINGS BAIT CO., LLC, a
Maine limited liability company

By: _____

By: _____

Name:

Name:

Its:

Its:

CONSENT OF THE PORTLAND FISH PIER AUTHORITY

The Portland Fish Pier Authority hereby consents to the foregoing Amendment to Sublease and agrees that the "Consent of the Portland Fish Pier Authority and Agreement to Stand-In as Landlord" attached to the Original Sublease, shall apply to the Original Sublease as amended hereby.

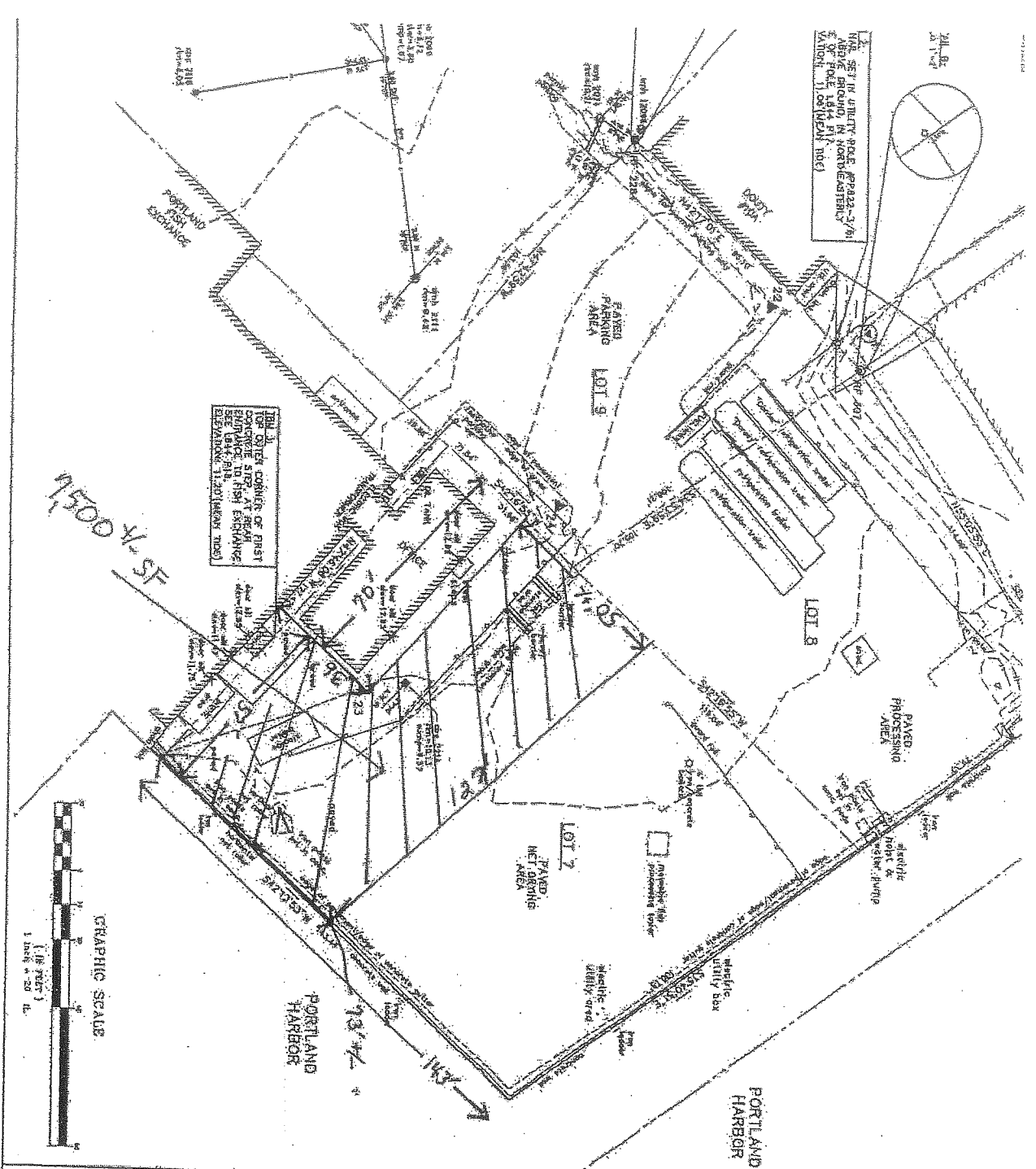
PORTLAND FISH PIER AUTHORITY, a
Maine non-profit corporation

Dated: August ____, 2010

By: _____

Name:

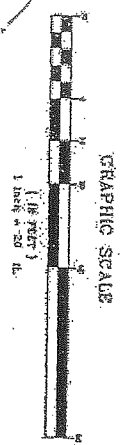
Its:



NO. 527 IN UTILITY CODE, PARCELS 3, 7/8 & 9 OF RECORD IN NORTH-EASTERN, VOLUME 11 OF PLAN (PAGE 1)

THE 31' CENTER CORNER OF FIRST CORNER STIP AT BEAN BUILDING TO BE EXCHANGED SEE 1944-1945 RECORDS 11307 (WORK TOS)

17,500 SQ. FT.



NONMENTIONED NOTES:
 1. THE RECORD OWNER OF THE THREE PARCELS COMPLAINING THIS SITE IS THE CITY OF PORTLAND, ME. THE RECORD OWNER OF THE THREE PARCELS COMPLAINING THIS SITE IS THE CITY OF PORTLAND, ME. THE RECORD OWNER OF THE THREE PARCELS COMPLAINING THIS SITE IS THE CITY OF PORTLAND, ME.

PLAN NOTES:
 1. THE RECORD OWNER OF THE THREE PARCELS COMPLAINING THIS SITE IS THE CITY OF PORTLAND, ME. THE RECORD OWNER OF THE THREE PARCELS COMPLAINING THIS SITE IS THE CITY OF PORTLAND, ME.

2. THE BOUNDARY LINES SHOWN HEREON ARE BASED ON THE VARIOUS RECORDING PLANS BY HASSELL, INC., DATED FEBRUARY 5, 1988 AND REVISED THROUGH JUNE 24, 1992. BECAUSE THE PLAN BOOKS ARE PAGE 417 (UTILITY PLAN 92/11), ONLY LIMITED REVISIONS ARE SHOWN.
 3. NO UNDERGROUND UTILITY LINES WERE MARKED ON THIS SITE AT THE TIME OF THIS SURVEY.
 4. ELEVATION DATUM IS MEAN-TIDE, BASED ON A BENCHMARK SHOWN ON A PLAN SITUATED ON CONGRESS STREET, PORTLAND, MAINE, MADE FOR CARROLL ASSOCIATES BY JOHN W. TRUETT, CIVIL ENGINEER, 1988. THIS BENCHMARK IS ALSO SHOWN ON THE RECORDED RECORDING PLAN DESCRIBED IN PARAGRAPH 1.
 5. THIS PLAN IS BASED ON FIELD WORK PERFORMED JUNE 28-JULY 2, 2010 USING A LEICA DISTANCE COLLECTOR.
 6. SEE THE TITLE BLOCK FOR PLAN REFERENCES.

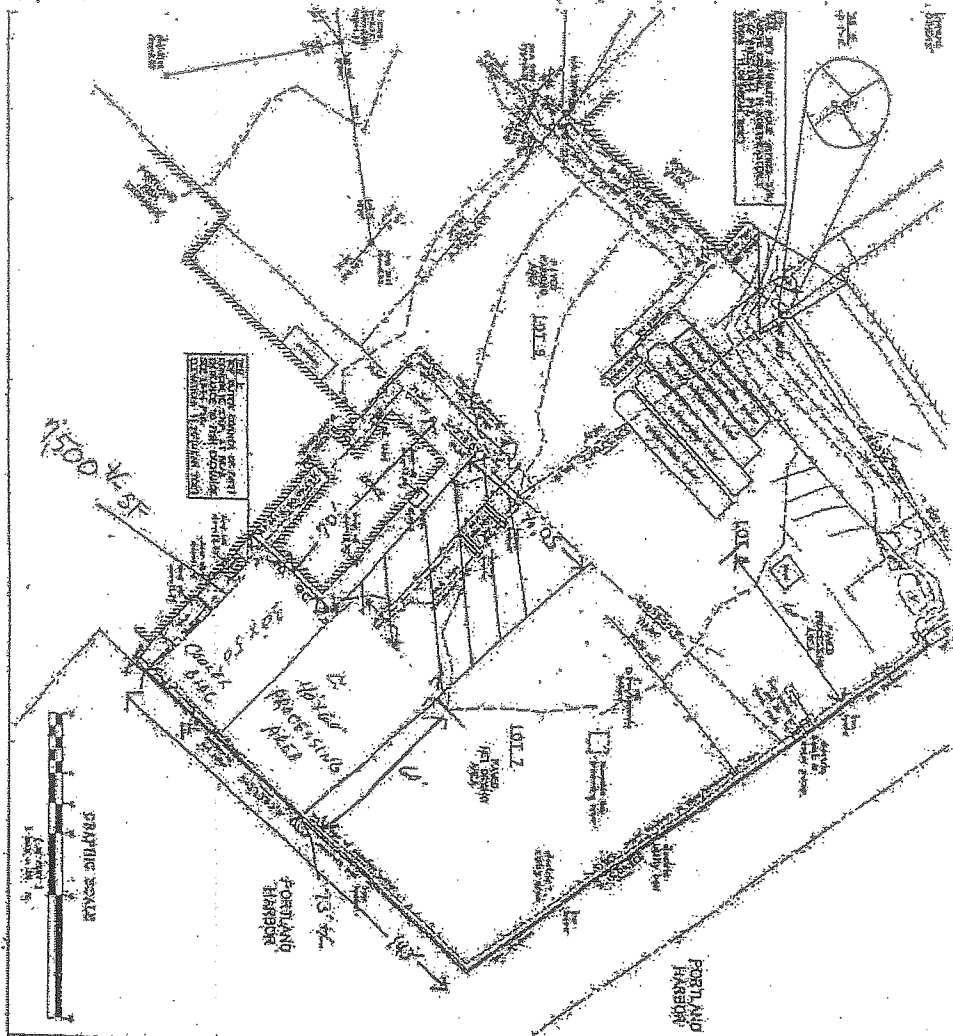
7. THE ABOVE-MENTIONED OWNER HAS A FULL EXISTING CONDITIONS PLAN (SEE NOTE 4) FOR THE SITE AND UTILITIES FROM COMMERCIAL STREET TO LANDS OF THE CITY OF PORTLAND. ACTIONS AND REVISIONS TO THIS PLAN ARE SHOWN ON THE RECORDED RECORDING PLAN DESCRIBED IN PARAGRAPH 1.
 8. THIS PLAN IS BASED ON THE RECORDED RECORDING PLAN DESCRIBED IN PARAGRAPH 1.
 9. THE ABOVE-MENTIONED OWNER HAS A FULL EXISTING CONDITIONS PLAN (SEE NOTE 4) FOR THE SITE AND UTILITIES FROM COMMERCIAL STREET TO LANDS OF THE CITY OF PORTLAND. ACTIONS AND REVISIONS TO THIS PLAN ARE SHOWN ON THE RECORDED RECORDING PLAN DESCRIBED IN PARAGRAPH 1.

		CITY OF PORTLAND, MAINE PUBLIC SERVICES DEPARTMENT ENGINEERING SECTION	PC
WILLIAM D. SCOTT P.E. 22329			
REFERENCES: 1. 2010 PROJECT: 10/10/2010 DRAWINGS: 10/10/2010, 10/10/2010 (REVISED/TRANSIT 10/10/2010) (REVISED/TRANSIT 10/10/2010) (REVISED/TRANSIT 10/10/2010) (REVISED/TRANSIT 10/10/2010) (REVISED/TRANSIT 10/10/2010) (REVISED/TRANSIT 10/10/2010)		10/10/2010 10/10/2010 10/10/2010 10/10/2010	
L. K. SCHEIJA DIRECTOR/ENGINEER		WGS/LKS DATE OF PLAN: 07/09/2010	

EXHIBIT B

DRAFT SITE PLAN

[See Attached]



SITE PLAN

Information for the City of Portland, Oregon, regarding the proposed site plan for the proposed development. The information is provided for the City of Portland, Oregon, and is not intended to be used for any other purpose.

1. The proposed site plan is subject to the approval of the City of Portland, Oregon, and is not intended to be used for any other purpose.

2. The proposed site plan is subject to the approval of the City of Portland, Oregon, and is not intended to be used for any other purpose.

3. The proposed site plan is subject to the approval of the City of Portland, Oregon, and is not intended to be used for any other purpose.

4. The proposed site plan is subject to the approval of the City of Portland, Oregon, and is not intended to be used for any other purpose.


	
CITY OF PORTLAND, MAINE PUBLIC SERVICES DEPARTMENT ENGINEERING SECTION	
PROJECT NO. 1500 N.E.	SHEET NO. 1
DATE: 1/1/19	DRAWN BY: L. N. SCHULZ
CHECKED BY: [Name]	APPROVED BY: [Name]

EXHIBIT C
PRELIMINARY LINE ITEM BUDGET

[See Attached]

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
 DROPPING SPRINGS RELOCATION PROJECT VERSION II
 PORTLAND FISH PIER, PORTLAND, MAINE
 August 2, 2010.

Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		COMMENT
		Dollars	Cents	
LS 1	Sewer Service	\$3,700.00		90 linear feet of 6" PVC sewer service for cooler bldg and core drill into existing sewer manhole
LS 1	Electrical Service	\$5,000.00		Electrical work for new cooler bldg
LS 1	Trench Repair	\$1,000.00		Construction consistent with detail provided on drawing.
LS 1	Pavement/Maneuvering Area Reconstruction	\$10,000.00		3000 SF of paving reconstruction
LS 1	Removal of Vertical Net Roller	\$3,000.00		Assumes one days labor
LS 1	Relocation of Horizontal Net Roller	\$10,000.00		Assumes two days labor and materials
LS 1	Refrigerated Cold Storage Building	\$62,000.00		Based on quotes received from regional contractors, 30X50, non insulated floor, insulated metal bldg with a chiller unit
LS 1	Refrigerated Cold Storage Building Site Work	\$20,000.00		Based on quotes received from regional contractors for the 30X50 metal bldg.
LS 1	Guardrail Removal and Relocation	\$3,000.00		Based upon quotes received from area contractors

Construction Total	\$117,700.00
Building Contingency (15%)	\$9,300.00
Construction Contingency (10%)	\$5,570.00
PROJECT TOTAL	\$132,570.00

**MEMORANDUM OF UNDERSTANDING
(Historic Marine Uses)**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), dated as of August 10, 2010, is by and among **PORTLAND FISH EXCHANGE**, a Maine non-profit corporation (the "Fish Exchange"), **PORTLAND FISH PIER AUTHORITY**, a Maine non-profit corporation (the "Authority"), **WATERFRONT, MAINE LIMITED PARTNERSHIP**, a Maine limited partnership ("WFM") and **PIERCE ATWOOD LLP**, a Maine limited liability partnership ("Pierce Atwood").

PRELIMINARY STATEMENTS

A. Pursuant to a Lease Agreement between the Authority as landlord and the Fish Exchange as tenant dated May 1, 2006 (the "Fish Exchange Lease"), the Authority leased to the Fish Exchange certain portions of the Portland Fish Pier, which portions include, but are not limited to, Lots 7 and 8 as depicted on City of Portland Tax Map 41. Said Lots 7 and 8 are sometimes referred to as the "Net Yard".

B. WFM owns a certain parcel of land adjacent to the Net Yard being identified on the City of Portland Tax Map 41 as Tax Lots 17 and 18 (the "WMF Parcel"). Pursuant to a Lease Agreement between WFM and Pierce Atwood dated July 6, 2010, WFM has leased to Pierce Atwood a portion of the Cumberland Cold Storage building, now to be known as the Merrill Wharf Building (the "Pierce Atwood Lease").

C. The Fish Exchange has entered into a sublease for a portion of the Net Yard with Dropping Springs Bait Co., LLC ("Dropping Springs"), as set forth in a certain Sublease dated May 1, 2010, as amended by Amendment to Sublease dated on or about this date (collectively, the "Dropping Springs Sublease").

D. The parties would like to preserve the balance of the Net Yard for its historic uses for net mending and open space commercial fishing support. The Authority and the Fish Exchange agree that such activities are consistent with the short and long term goals for the use of the Fish Pier property. WFM and Pierce Atwood agree that the retention of such uses also provide a benefit to them. In order to ensure the continued availability of the Net Yard for such historic uses and to retain the benefits derived therefrom, WFM and Pierce Atwood have agreed to make annual payments, subject to the terms of this MOU.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Fish Exchange and the Authority covenant and agree, that so long as this MOU shall remain in effect, that the portion of the Net Yard cross-hatched on the plan attached hereto as **Exhibit A** (the "Historic Marine Use Area") will be leased or otherwise used only for open space to support Maine commercial fishing fleet operations, including without limitation, net work and net mending and vessel loading and unloading. In addition, the Fish Exchange and the Authority covenant and agree that it will keep open and not block a reasonable access travel way for emergency vehicles running from Lot 8 to the parking lot on the WFM Parcel. WFM and Pierce Atwood acknowledge that there is currently located in the Historic Marine Use Area a processing tower, which tower is used in connection with the off-loading of fish. Notwithstanding the provisions of this Paragraph 1, such processing tower may remain and be used in the Historic Marine Use Area and may be moved, provided that it is located within the boundaries of Lot 7.

2. In consideration of the agreement set forth in Paragraph 1 above, and to provide the Fish Exchange and the Authority with an economic incentive and ability to preserve such historic uses, WFM and Pierce Atwood agree to contribute an annual fee to the Fish Exchange for the term of this Agreement (the "Marine Use Fee"). The first annual Marine Use Fee shall be payable in full on July 1, 2011 (such date being referred to herein as the "Marine Payment Commencement Date") and subsequent annual Marine Use Fees shall be payable on each annual anniversary of the Marine Payment Commencement Date, so long as this Agreement shall remain in effect. The initial Marine Use Fee shall be Twenty Thousand Dollars (\$20,000) per year. The amount of the Marine Use Fee for each year that this Agreement shall remain in effect is set forth on **Exhibit B** attached hereto. WFM and Pierce Atwood may be entitled to certain credits against the Marine Use Fee in accordance with the terms of the "Dropping Springs MOU" (as such term is defined in Paragraph 6(a) below).

3. The initial term of this Agreement will be 15 years commencing on the Marine Payment Commencement Date. Unless this Agreement is terminated as provided herein, this Agreement shall automatically extend for one additional period of 10 years and two additional periods of five years each after the initial term. This Agreement may be terminated at any time after the seventh anniversary of the Marine Payment Commencement Date by WFM and Pierce Atwood on 12-months prior written notice; provided, however, that if the Dropping Springs MOU is terminated for failure to receive City of Portland Site Plan Approval, WFM and Pierce Atwood shall have the right to terminate this Agreement as of the date of termination of the Dropping Springs MOU. After the effective date of termination of this Agreement, no party shall have any further rights or obligations hereunder.

4. The Fish Exchange or the Authority shall have the right to terminate this MOU under the following circumstances:

(a) If the Fish Exchange (or if the Fish Exchange Lease, or any replacement or extension thereof is not in place at the end of the initial 15-year term, the Authority) determines in good faith that the fishing industry in Maine has changed substantially such that there is no longer a need for open space on the Portland waterfront to support the commercial fishing fleet industry, the Fish Exchange, or the Authority, as the case may be, may terminate this Agreement at the end of the initial 15 year term provided that the Fish Exchange, or the Authority, as the

case may be, gives at least twenty-four (24) months prior written notice to WFM and Pierce Atwood.

(b) If WFM and Pierce Atwood fail to make any Marine Use Payment when due, and such failure is not cured within twenty (20) days after notice to both WFM and Pierce Atwood. After the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder.

5. WFM and Pierce Atwood shall have the right, but not the obligation, to landscape a certain portion of the Net Yard adjacent to the WFM Parcel, which portion is depicted and identified on the plan attached hereto as the "Landscaped Area"). Any landscaping other than grass shall require the prior approval of the Fish Exchange or the Authority, which approval shall not be unreasonably withheld, conditioned or delayed.

6. For so long as the Fish Exchange Lease shall remain in effect, the Marine Use Area will continue to be managed by the Fish Exchange, subject to the terms of this MOU. If at any time the Fish Exchange Lease shall terminate or expire and this Agreement has not expired or otherwise terminated as provided herein, the Authority agrees to recognize and be bound by the agreements and restrictions set forth in this MOU and the Marine Use Fee shall thereafter be paid to the Authority, or its designee.

7. Contingencies.

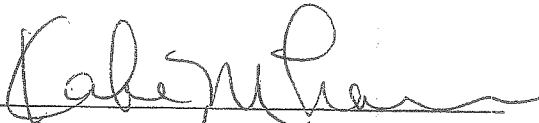
(a) On or about the date hereof, the parties hereto and Dropping Springs have entered into a Memorandum of Understanding pertaining to the relocation of the demised premises covered by the Dropping Springs Sublease (the "Dropping Springs Relocation MOU"). The Dropping Springs Relocation MOU provides that it may be terminated if City of Portland site plan approval or other required approvals are not obtained by a certain date. Anything to the contrary herein notwithstanding, if the Dropping Springs Relocation MOU is terminated, WFM and Pierce Atwood shall have the right to terminate this agreement upon thirty (30) days written notice.

(b) This MOU is subject to obtaining, on or before August 9, 2010, approval from the Board of Directors of the Fish Exchange and the Authority for (i) this MOU and (ii) the Dropping Springs Relocation MOU. If such approvals are not obtained by such date, any party shall have the right to terminate this MOU by giving written notice to the other parties, whereupon this MOU shall terminate and the parties shall have no further rights or obligations hereunder.


8. This MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and the respective successors and assigns and shall be governed by and interpreted in accordance with the laws of the State of Maine.

DATED as of the date first set forth above.

PORTLAND FISH EXCHANGE, a Maine
non-profit corporation

By: 
Name: Kate Varian
Its: President

PORTLAND FISH PIER AUTHORITY, a
Maine non-profit corporation

By: 
Name: President
Its:

**WATERFRONT, MAINE LIMITED
PARTNERSHIP**, a Maine limited partnership

By: 
Anthony J. Gatti, General Partner

PIERCE ATWOOD LLP, a Maine limited
liability partnership


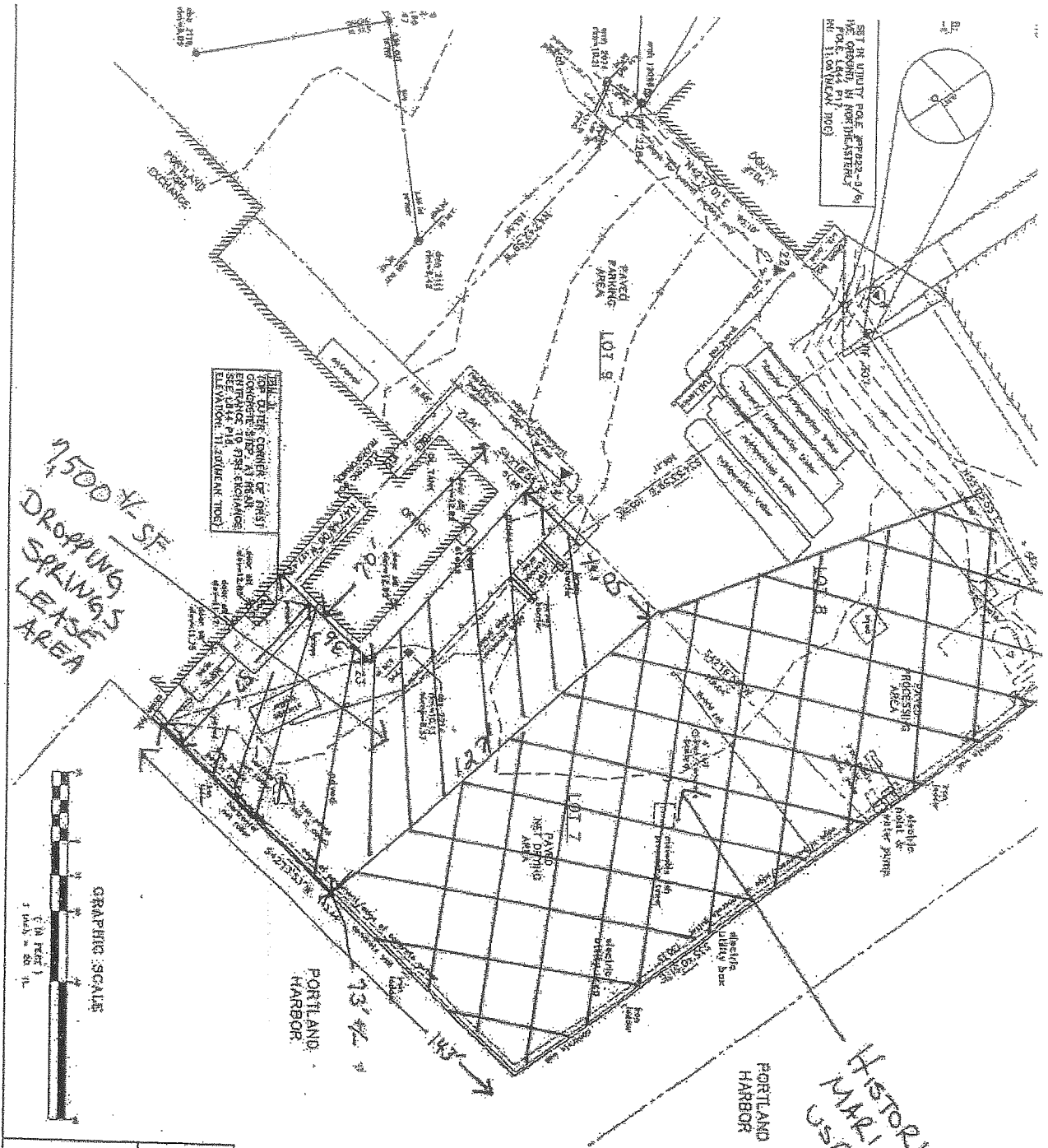
By: 
Name:
Its:

EXHIBIT A

PLAN DEPICTING MARINE USE AREA

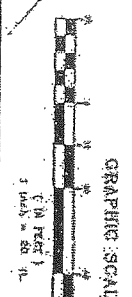
[See Attached]



SET IN QUARTY POLE APPROX. 3/4
 THE CORNER IN PORTLAND, MICHIGAN
 POLE 1444 P. 17
 N. 110.000000 110.00

TOP CENTER CORNER OF FIRST
 CONCRETE STRIP AT REAR
 SEE PLAN P. 17
 ELEVATION: 11.20716161 TOE

1,500 SF
 DROPPING
 SPRAWLS
 LEASE
 AREA



HISTORIC
 MARINE
 USE AREA

PORTLAND
 HARBOR

PORTLAND
 HARBOR

NOTIFICATION NOTES

HPF 307 5/3 FROM REBAR FOUND, 3" LONG, SENT PUSH TO WROUGHT, BUT STUNG BY 4.5
 OF 224 5/3 FROM REBAR FOUND, 1 1/2" BELOW PAVEMENT, SLIGHT LEAN 4.8-4-35-22

PLAN NOTES

1. THE RECORD OWNERS OF THE THREE PARCELS COMPRISING THIS SITE IS THE CITY OF MAINE.
2. THE TOWN OF VINEBROOK HEREON ARE BASED ON THE RECORDED RECORDING PLAN HASSELL, INC. DATED FEBRUARY 28, 1992 RECORD IN PLAN BOOK 282 PAGE 697 (CITY WADL PLAN 29211). ONLY LISTED OVER REBAR IN SHOWN.
3. NO UNDERGROUND UTILITIES WERE MARKED ON THIS SITE AT THE TIME OF THIS PLAN.
4. REBAR OR OTHER IS MARKED, BASED ON A BENCHMARK BROWNE ON A PLAN EXISTING COMMERCIAL STREET IN PORTLAND, MAINE ASSOCIATED BY OWNER WITH TRULSORTHY, ALSO BASED ON 5.10 OVER 1/4" DIAMETER PLAN.
5. THIS PLAN IS BASED ON FIELD WORK PERFORMED JUNE 28, 2010 USING A LEICA PS20 GINA COLLECTOR.
6. SEE THE BLOCK FOR PLAN REFERENCES.
7. THE ABOVE MENTIONED OVERLAPPING EXISTING CONCRETE BARS ARE NOT TO BE REMOVED AND UTILITIES FROM COMMERCIAL STREET TO LOTS OF THE CITY OF PORTLAND ARE AS DESCRIBED IN DEED BOOK 4572 PAGE 141 (CENCL). THE EXISTENTS ARE ALSO INDICATED ON THE AERIAL RECORDING PLAN DESCRIBED IN NO. 1.


 CITY OF PORTLAND, MAINE PUBLIC SERVICES DEPARTMENT ENGINEERING SECTION	WILLIAM D. SCOTT P.L. 2219	REFERENCES: LDR PROJECT: 16454210 DRAWING: 165, 2010.dwg LEV/VERT/ANALYSIS BOOK: 1644 P. 37-35 & 37-30 TASK NO.: 41 DATE: 05/10/2010 DRAWN BY: SCOTT SHEET 1 CHECKED BY: SCOTT SHEET 1	CDR: PLAN BOOK OWNER: MASSCHILL IN EXISTING CONCRETE PORTLAND, MAINE DATE: 05/10/2010 DATE OF PLAN:
	E. K. SCHELZA WGS/LWS	07/09/2010	ENI POP

EXHIBIT B

SCHEDULE OF MARINE USE FEE*

Contract Year Beginning July 1,	Marine Use Fee	Contract Year Beginning July 1,	Marine Use Fee
2011	\$20,000	2031	\$29,282
2012	\$20,000	2032	\$29,282
2013	\$20,000	2033	\$29,282
2014	\$20,000	2034	\$29,282
2015	\$20,000	2035	\$29,282
2016	\$22,000	2036	\$32,210
2017	\$22,000	2037	\$32,210
2018	\$22,000	2038	\$32,210
2019	\$22,000	2039	\$32,210
2020	\$22,000	2040	\$32,210
2021	\$24,200	2041	\$35,431
2022	\$24,200	2041	\$35,431
2023	\$24,200	2043	\$35,431
2024	\$24,200	2044	\$35,431
2025	\$24,200	2045	\$35,431
2026	\$26,620		
2027	\$26,620		
2028	\$26,620		
2029	\$26,620		
2030	\$26,620		

* WFM and Pierce Atwood may be entitled to certain credits against the Marine Use Fee as provided in the Dropping Springs Relocation MOU.



252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

Building Specifications

Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord Pitch
306	30'	14'	50'	7.5'	4/12	0/12

Building Use: Manufacturing/Industrial Building

Foundation

Monolithic slab with thickened edge / Grade Beam (Form 222/223 - Detail #2) (By owner)

Siding

South, East, North, West wall(s) Kynar Hi-Rib Steel .019 (Fastened with Stainless Steel Screws)

Wainscot

South, East, North, West Kynar Hi-Rib Steel .019 wainscot (Fastened with Stainless Steel Screws)

Protective Liner

South, East, North, West wall(s) with 7/16" OSB Protective Liner

Roof

Kynar Hi-Rib Steel .019 (Fastened with Stainless Steel Screws) with Vent-A-Ridge

Overhangs

South, North wall(s) 1' Wide Vented Sidewall Overhang with Standard 6" fascia. Gutters
East, West wall(s) 1' Wide Non Vented Endwall Overhang with Standard 6" fascia

Walk Doors

1 A 3' x 6'8" Plain Flat Leaf Fibersteel Walk Door(s) in swing right hinge with single cylinder deadbolt, interconnected lever lockset/deadbolt, closer

Overhead Door Opening

1 B 10'0" x 10'0" Overhead Door Opening (Requires a minimum 10' 2" X 10' 1" panel), 1' 6" Headroom with preparation for hi-lift track, Jamb Protectors

Energy Performer

Ceiling Finish with Hi-Rib Steel (.019 White CQ Polyester Solid) Fastened to Lower Chord of Truss with Painted Steel Screws, 4 Mil Vapor Retarder and Air Deflector at Eaves Between Trusses
South, East, North, West wall(s) Interior Wall Finish with Hi-Rib Steel (.019 White Polyester) Fastened to Nailers with Painted Steel Screws, Wall Cavity is Insulated with 6" Fiberglass Insulation and 4 Mil Vapor Retarder

Subcontracts

Install 1500 Sq Ft of R-30 fiberglass blown-in insulation in the attic area of the 30' x 14' x 50' Morton



MORTON BUILDINGS, INC.

Date: 7/29/2010

Page: 3 of 7

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

Building.

Additional Information

Note:

Site work and Monolithic Slab Foundation per Morton Buildings specifications to be provided by owner.

Dumpster and Portable Toilet will be provided by Morton.

Builder's Risk Insurance provided by Morton.

Disclaimers

- Customer relieves Morton Buildings, Inc. from liability for snow infiltration which may occur under certain conditions including but not limited to high wind, snow level and building orientation.



MORTON BUILDINGS, INC.

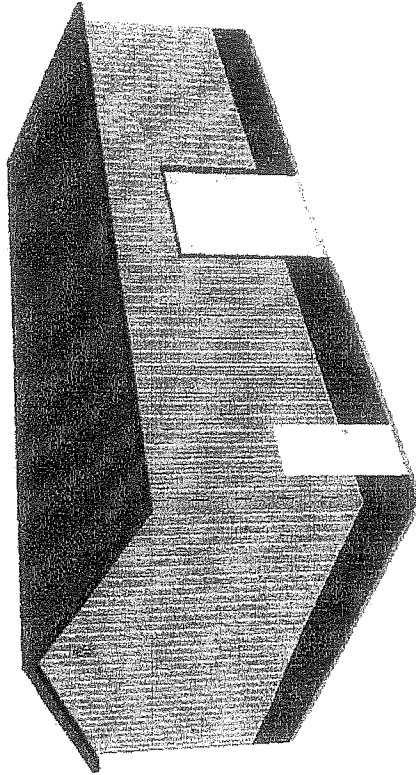
Date:
Page:

7/29/2010
4 of 7

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

Building Perspective From The Southwest

Peak Height	20'6"
Soffit Height	15' 3.5'
Grade to Heel	14'
Roof Pitch	4/12





MORTON BUILDINGS, INC.

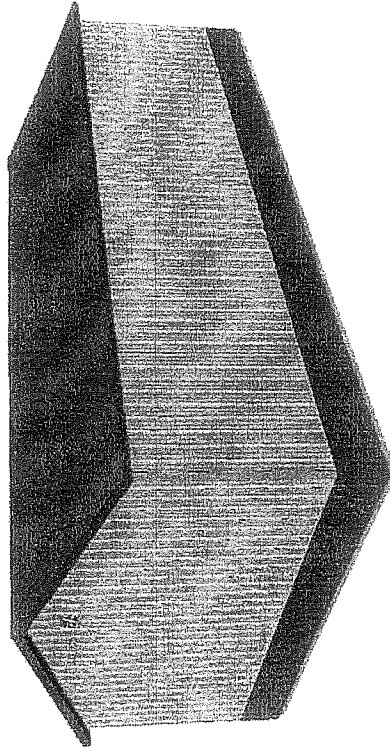
252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

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7/29/2010
5 of 7

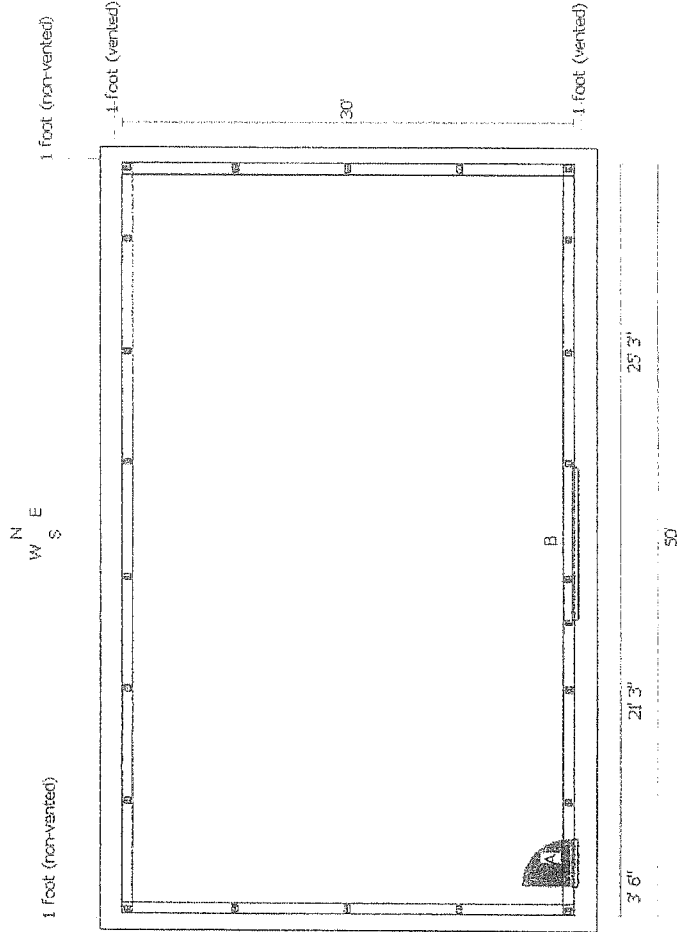
Building Perspective From The Northeast

Peak Height	20'6"
Soffit Height	15' 3.5'
Grade to Heel	14'
Roof Pitch	4/12





Building Column Plan





Building Investment

Total Estimated Project Cost as described including Material, Tax, and Labor*: \$43,439.00

\$1,006.00 has already been deducted in exchange for meeting Morton's Payment Schedule of:

- 10% Down Payment
- 50% Due Upon Delivery of Materials
- 40% Due When Morton Buildings' Scope of Work is Complete

* Building Proposal Good for 7 Days from the date specified on cover letter.

If you accept this pricing proposal you must enter into a written building order which contains additional terms and conditions. This proposal is not intended to be a contract for construction.

This proposal contains information which is proprietary and/or are trade secrets and may not be disclosed to third-parties without the express written authorization of Morton Buildings, Inc.

Option #1 Overhead Door 3" Insulated w/ operator
\$ 3390.-

Option #2 - Fiberglass Reinforced Plywood vs white Interior Steel. (Price to Follow)

Option # R-40 vs R-30 blown-in insulation
\$ 200.-

BUILDING SITE SPECIFICATIONS

The importance of a prepared site cannot be overemphasized. Buildings anchored in the ground must resist wind uplift. The soil must sustain the loads for which the concrete was designed and not be susceptible to frost heave. Site preparation must also account for landscaping when the project is completed.

The Owner and the sales consultant for Morton Buildings must make an evaluation of the site and place locator flags at all building corners. The Form 153 must be filled out and account for visible obstructions, site description, site work to be done, grade readings, bench mark location(s) and the most likely soil/condition per definition below (more than one may apply).

SOIL/CONDITION

COHESIVE - solid ground or soils that can be compacted and do not include rock ledges or presence of 6" or larger stones.

ORGANIC (PEAT or MUCK) - soft compressible soils containing decomposing vegetation. Not suitable for supporting foundations or floors.

EXPANSIVE - typically a clay soil that is subject to large volume changes (swelling or shrinking) due to changes in soil moisture content.

FROST SUSCEPTIBLE - silty soils susceptible to frost heave due to presence of subgrade moisture in freezing temperatures.

SAND/GRAVEL - susceptible to cave-ins making foundation construction difficult.

ROCKS/ROCK LEDGE - most likely requires blasting and digging equipment not furnished by Morton Buildings, Inc.

RECYCLED SITES - requires Geo.- Technical certification that the site is clear of underground and environmental problems.

EARTHWORK

Site preparation consists of the removal of organic matter, loose top soil, vegetation, unsuitable soil types, and cutting high areas or filling low areas with well graded fill* that is free of 4" and larger rocks (1" or less in column area), free of debris and frost when placed, and can be compacted to 95% of its maximum density. Earth removed from high areas can only be used if it meets these specifications. If the building is to receive a concrete floor, a minimum of 1" of well graded fill must be provided to level the rough grade. If doubts remain as to whether the site is properly filled and compacted, a certified test may be required.

* *Well graded fill refers to material that has a good representation of all particle sizes ranging from its coarsest to finest particles, is trimable, compactible and granular. A washed sand is not compactible and must not be used for fill.*

TERMITE TREATMENT

It is strongly recommended that in areas generally south of Interstate 80 soil be treated against termites before concrete for foundations and floors is placed. Morton Buildings, Inc. will discharge all liability arising out of future claims from termite damage.

DEFINITION OF A PREPARED SITE

1. Site is level when rough grade is within \pm one (1) inch to elevation agreed to by Owner.
2. Site allows all columns to set to natural, undisturbed soil or footings provided and meets earthwork criteria above.
3. Grade elevation and finish floor elevation are marked on a bench mark agreed to by Owner.
4. Building corners are flagged with either grade stakes or locator flags.
5. A 10'-0" wide clear *erection crew work area* is allowed around perimeter of building, graded to slope 1" per foot away from building.
6. Site is free from above and below grade obstructions.
7. 110 volt electricity is within 200' of building site.
8. Overhead power lines crossing the site within 30' of building are either covered or disconnected.
9. Trucker can mechanically unload materials per diagram on back of this form.
10. Underground utility lines (Telephone, Gas, Water, Sewer, Cable TV, Fiber - Optics) are located and clearly marked by local utility companies. *Private lines must be identified and marked by the Owner. Severed lines must be repaired at Owner's expense.*

Morton Buildings, Inc. construction crews and Morton Buildings, Inc. truck drivers are authorized to refuse to unload and/or work on unsafe or unprepared building sites.

The site contractor must certify that the soil is compacted to 95% of its maximum density and is further required, on sites which are to receive thicker than 6" floors, to provide an engineer's site report certifying that the site is suitable to sustain the design load.

All excavating contractors hired by Morton Buildings, Inc. must provide a properly executed Waiver of Lien from fill suppliers and have an approved safety plan on file at the Morton Buildings, Inc. Construction Center.

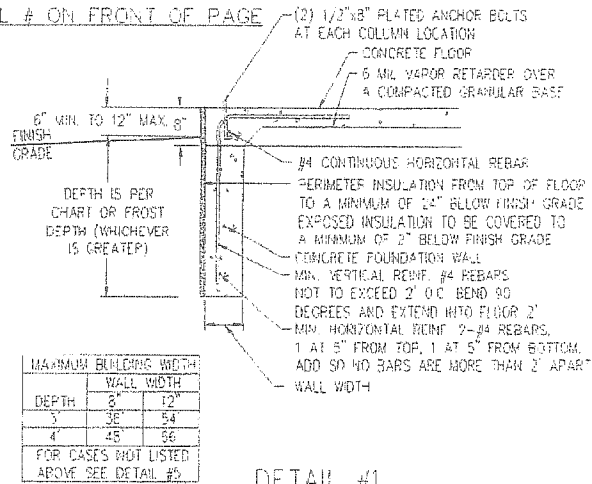
Morton Buildings, Inc. discharges all responsibilities for claims attributed to improper site preparation that causes wind damage, settling damages or deteriorating concrete floors and frost heave if site preparation is not responsibility of Morton Buildings, Inc.

CONCRETE FOUNDATION DETAILS

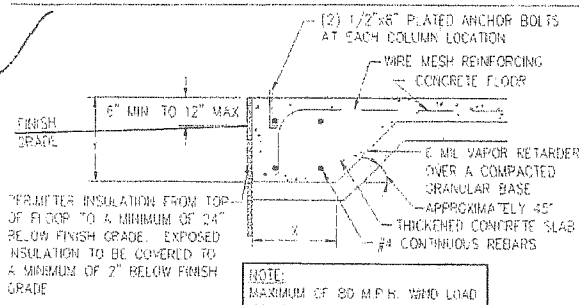
PLACE APPROPRIATE DETAIL # ON FRONT OF PAGE

GENERAL REQUIREMENTS:

- 1.) BUILDINGS ON CONCRETE FOUNDATIONS MUST FALL WITHIN THE DIAPHRAGM LIMITATIONS SET IN THE MBI PRICE BOOK. THOSE OUTSIDE THE DIAPHRAGM LIMITATIONS MUST HAVE THEIR FOUNDATIONS DESIGNED FOR THE SPECIFIC APPLICATION.
- 2.) ANY CONCRETE FOUNDATION THAT EXCEEDS THE LIMITATIONS STATED ON THE FOLLOWING DETAILS MUST BE DESIGNED AND CERTIFIED BY A LOCAL DESIGNER (SUBMIT WITH ORDER) OR OBTAINED THROUGH THE DESIGN ESTIMATING GROUP PRIOR TO THE SALE OF THE PROJECT.
- 3.) ALL BUILDINGS WITH 2 STORIES OR OVER 16'-0" IN HEIGHT MUST HAVE THE FOOTINGS AND/OR FOUNDATIONS CHECKED FOR PROPER DESIGN THROUGH THE DESIGN ESTIMATING GROUP PRIOR TO THE SALE OF THE PROJECT.
- 4.) CONCRETE BLOCK (CMU) FOUNDATIONS ARE NOT RECOMMENDED.



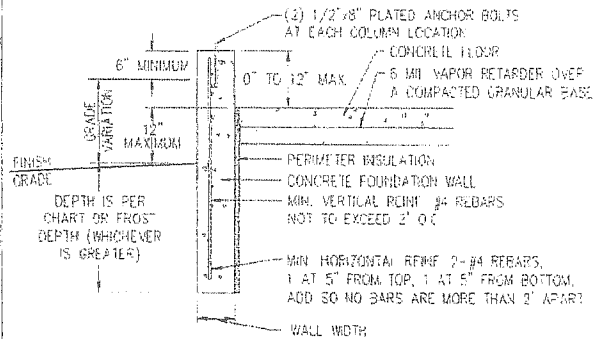
DETAIL #1



BUILDING DESCRIPTION	X	Y	# OF REBARS
18'-36' SUBURBAN BUILDINGS (MAXIMUM 12" GRADE TO HEEL)	12"	18"	2
18'-48' WIDE BUILDINGS	18"	18"	4
BUILDINGS THROUGH 72" WIDE	28"	21"	6

HEEL:
VERIFY THAT DISTANCE FROM GROUND SURFACE TO BOTTOM OF FOOTING MEETS CODE REQUIREMENTS

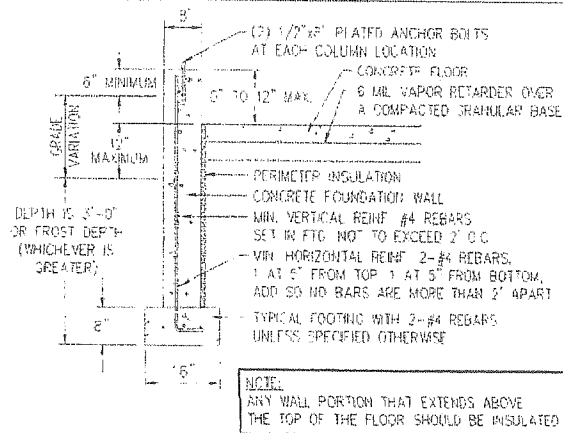
DETAIL #2



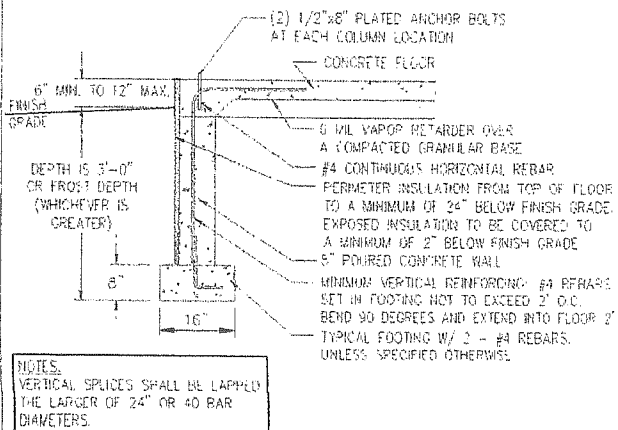
DEPTH	WALL WIDTH	
	3'	12'
3'	36"	54"
4'	48"	66"

FOR CASES NOT LISTED ABOVE SEE DETAIL #4

DETAIL #3



DETAIL #4



DETAIL #5

Your new Morton Building, depending on size, will be delivered on one or more flat bed trailers. The tractor is equipped with forklifts to mechanically unload the materials. Obviously, the trucker needs space to maneuver and stack the materials. The diagrams provided should give an idea of what to get ready.

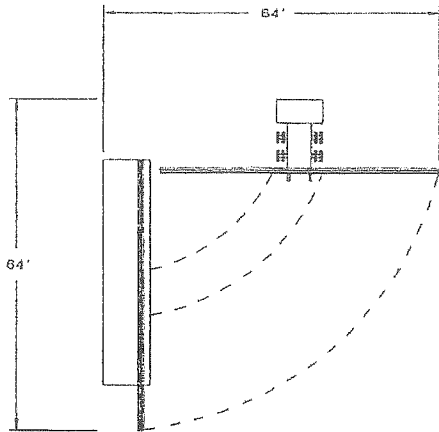
TRAILER DROP AREA

Trailer drop location must be reasonably level. Area can be on the job site, on the job site driveway, on the driveway, or near the building site.

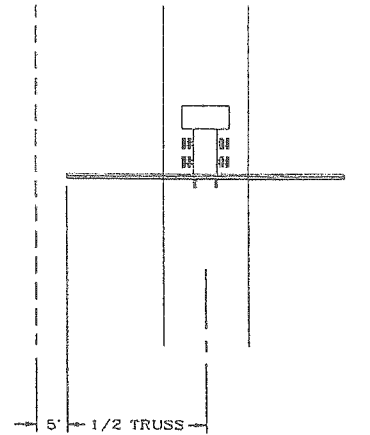
Delivery truck and construction equipment can leave tire ruts in their area of operation. This is normal during construction. If owner insists on having tire ruts fixed, incorporate language and charges for doing so into the contract.

DRIVE LANE

Drive lane is path from trailer to stacking area on which loaded hoist must travel. There must be at least 5' clearance on either side of the truss suspended from forks. Trusses are usually the same length as building width. All materials will be stacked in the designated spot per diagram below. If material is dropped away from building site, causing more crew labor, the additional time will be charged for.

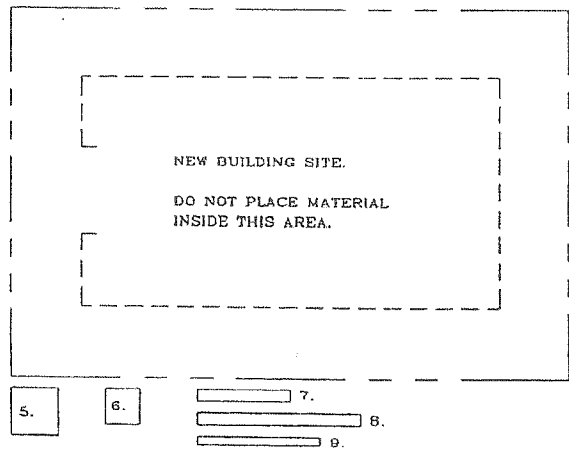
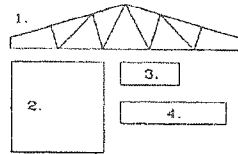


TRAILER DROP AREA



DRIVE LANE

1. Trusses
2. Lumber
3. Lower Columns
4. Upper Columns
5. Sackrete
6. Hardware
7. Side and Endwall Steel Panels
8. Roof Steel Panels
9. Trim & Gutters



SITE PLAN

Dear Owner:

Even though materials are mechanically unloaded, please have a person standing by at unloading time to make a telephone call in case of an emergency.

Owner's Name _____ Job Number _____

MINIMUM SPECIFICATIONS FOR CONCRETE SCOPE OF WORK

(Check Use) Specifications For: Walls Floor Footings

Anyone placing concrete in or around a Morton Building, whether it is the owner, owner's contractor, Morton Buildings, Inc. crews or subcontractors hired by Morton Buildings, Inc., must meet these minimum specifications.

SCOPE of WORK must include all labor, services, materials and equipment for installing concrete as shown on drawings or described herein. It must be done in cooperation with other trades to insure that sleeves, piping, conduit, frames curb angles or any other material that needs to be placed in or under concrete is done in a timely and agreed upon manner. Concrete contractor must fine grade with trimable, compactable, granular fill (not sand). Maximum aggregate size is 1/3 of base thickness.

FORMS must be designed, erected, maintained, braced properly for the job and be free and clean of foreign materials.

REINFORCING Specified rebar shall be grade 60 deformed and shall conform to ASTM 615. All rebar lap splices shall be a minimum of 12". Horizontal rebar shall be continuous through foundation steps, corners and at all foundation intersections. Welded wire fabric shall conform to ASTM 185. If any other reinforcing material is to be used, design clearance must be obtained from Morton before other reinforcing methods can be considered. Morton Buildings setting on concrete shall be anchored with factory made column sockets secured to concrete with "L" shaped anchor bolts, furnished by MBI. Concrete contractor shall be responsible for setting "L" shaped anchor bolts per concrete layout plan provided by MBI.

PLACEMENT Place concrete in accordance to ACI 318. It is the responsibility of the installer to insure that reinforcements, inserts, embedded parts, formed joint fillers are not disturbed during concrete placement and protection of other surfaces from concrete splattering.

JOINTS Construction, isolation or expansion, and control joints shall be placed per plan. Control joints may be achieved with saw cuts, hand grooving, or inserting a premolded strip and are not to exceed a maximum distance of 12' for 4" thick floors, 15' for 5" floors and 18' for 6" floors between joints as per industry standards and ACI 302. Control joints are to be to a depth of 1/4 thickness of the floor. Floors subject to wet exterior conditions should have joints filled and protected with appropriate joint sealant.

VAPOR RETARDER Per ACI 302.1R-96: 4.1.5 Vapor retarders (min. 6 mil) must be placed over a compacted granular base (trimable, compactable, granular fill -- not sand) and overlapped 6 in. at all joints. All torn vapor retarders must be repaired. 3.2.3 Proper moisture protection is desirable for any slab on ground where the floor will be covered by tile, wood, carpet, impermeable floor coatings (urethane, epoxy, or acrylic terrazzo), or where the floor will be in contact with any moisture-sensitive equipment or product.

PERIMETER INSULATION & DRAINAGE MATERIAL to be supplied and installed per plans by noted installer. Floors are to be sloped at 1/8" per ft. minimum towards a drain per ACI 302.

CONCRETE FINISHES Concrete floors that get covered with quarry tile, ceramic tile or terrazzo with a full bed setting system shall have a wood float finish. Steel trowel finish shall be used on floors to receive carpeting, resilient flooring, seamless flooring, thin set or ceramic tiles and on all exposed concrete floors. Broom finish all exterior slabs following the floating operation unless otherwise specified.

CURING Concrete flat work must have provisions for proper curing. Curing can be accomplished by covering with a curing compound, covering with polyethylene or other vapor retarder sheets, or using a moist curing process with burlap covering and water.

SEALERS & TOPPING Do not use floor sealers, curing compound or similar substances if concrete floor is to be covered with materials that require laminating to the floor because sealer most likely will reject the adhesive. If sealers or toppings are used, a manufacturer's specification sheet must be provided and application procedures followed with strict adherence to manufacturer's recommendations.

CONCRETE CONTRACTOR selected to place concrete agrees to the above specifications and is in concurrence that preliminary

DETAIL NUMBER _____ on the back of this page or attached special design will be incorporated into the final building plans

Construction will be based on foundation and concrete construction plans furnished by Morton Buildings, Inc. Concrete Contractor also agrees that a properly executed Waiver of Lien from the Readi-Mix company must accompany their request for payment. If Morton Buildings, Inc. has subcontracted the concrete work, the Concrete Contractor further agrees that they have a **Safety Plan** and that a copy of said safety plan is on file at the Morton Buildings, Inc. Construction Center.

MINIMUM CONCRETE SPECIFICATIONS

Location	Footing	Walls	Int. Slab	Ext. Slab	Recommended Floor Thickness	
Compressive strength - PSI	3000	3500	3500	4000	4"	Garages
Min. cement content per yard to meet ASTM C150	400 lb.	517 lb.		540 lb.	5"	Light Truck Garages
Max. Cement replaced by Class C fly ash - per yard (replaced at 1.5 x cement removed)	50 lb.	75 lb.			6"	Heavy Truck Garages Medium Forklift Traffic
Max. Aggregate size sound crushed rock or washed	1 1/4"				8"	Manufacturing and Heavy Duty Forklift Traffic
Water reducer added	Yes				All 6" or thicker concrete floors require certification that the prepared site and floor are capable of sustaining the design load	
Max. water/cement ratio	0.45	0.45	0.45	0.45	* Do not add Air Entrainment Admixtures unless floor is subjected to freeze/thaw conditions with moisture.	
Max. slump on job site ±1"	5"	4"	3"	3"		
Air content on the job site ±1%	---	6%	*	6%		

(Owner's Signature)

(IF OWNER / OWNER'S CONTRACTOR IS DOING WORK)

(Date)

(MBI's Masonry Subcontractor's Signature)

(Date)

(SIGN IN CONJUNCTION WITH FORM 40, 40S OR 40GT)

(FORM 222 ALSO REQUIRED FOR CONCRETE SPECIFICATIONS)

Form 222, July 1991 - Revised 5-2003

© 1991 Morton Buildings, Inc.

White - Morton Home Office

Canary - Construction Center

Pink - MBI Masonry Subcontractor or Owner's Copy



Farm Credit
OF MAINE

farmcreditmaine.com

615 Minot Avenue
Auburn, Maine 04210

PH 207 784 0193
FX 207 784 0195

26 Rice Street, Suite 1
Presque Isle, Maine 04769

PH 207 764 6431
FX 207 764 7526

September 13, 2010

City of Portland

To Whom It May Concern:

This letter is to inform you that Dropping Springs Bait Co. LLC (DSB) has a lending relationship with Farm Credit of Maine, ACA. DSB has a credit limit of \$148,903 on 3 lines of credit with a current balance of \$87,536. We have been doing business with DSB since the company was formed in 2007, and plan to continue with this relationship. All payments during that time have been made as agreed and the loans are in good standing.

If you need additional information or need to speak with me, my number is 207-784-0193 and my cell phone is 207-557-8752. My email address is robert.horne@farmcreditmaine.com.

Sincerely,

Robert J. Horne
Vice President
Farm Credit of Maine



**ATLANTIC
REGIONAL**
FEDERAL CREDIT UNION
Catch the Wave to Financial Security

09/13/10

To Whom It May Concern:

This letter is to inform you that Dropping Springs Bait Co, LLC has been a member of Atlantic Regional FCU since May 11, 2007.

Their accounts have been in good standing with no overdrafts in the last 12 months.

Their current combined savings and checking deposit balance is \$139,463.07.

If there are any further questions I can be reached at 207-865-2830 Ext 210.

Sincerely,

Nichole M Wiers

Member Services

Freeport Service Center

Main Office: 55 Cushing Street, P.O. Box 188 • Brunswick, Maine 04011-0188 • (207) 725-8728 • FAX (207) 725-1290
Freeport Branch: 41 Mallett Drive, P.O. Box 506 • Freeport, Maine 04032-0506 • (207) 865-2830 • FAX (207) 865-2841
Topsham Branch: 3 Union Park Road, P.O. Box 327 • Topsham, Maine 04086-0327 • (207) 725-8728 • FAX (207) 729-0362

www.atlanticregionalfcu.org

1-800-834-0432





STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION
AUGUSTA, ME 04333

*cc: P. Baskette
: Danilley West Clark
file*
RECEIVED
JAN 13 2011
PLANNING DEPARTMENT

DEPARTMENT ORDER

IN THE MATTER OF

PORTLAND FISH EXCHANGE) NATURAL RESOURCES PROTECTION
Portland, Cumberland County) ADJACENT ACTIVITY
DROPPING SPRINGS BAIT COMPANY) WATER QUALITY CERTIFICATION
L-25148-2F-A-N (approval)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of PORTLAND FISH EXCHANGE with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: The Dropping Springs Bait Company leases a portion of the Portland Fish Exchange property to operate a lobster bait company. Currently, Dropping Springs Bait Company utilizes four tractor trailers to store their products, which are located on the northerly section of the property. The area adjacent to this section is under renovation and the company must move the current operations to the southeast end of the property

B. Summary: The applicant proposes to place a prefabricated insulated metal building that measures 30 feet wide by 50 feet long within five feet of a coastal wetland. The building will be located on the southeasterly end of the existing pier, directly adjacent to the Portland Fish Exchange building and office trailer. The building will be placed on a concrete slab foundation and will not result in any direct impact to the resource. Additionally, the building will not be located further seaward than the existing development. The proposal can be seen on the plan sheet submitted with the application titled, "Portland Fish Pier Dropping Springs Relocation," prepared by Woodard & Curran and dated October 22, 2010. The project site is located on Commercial Street in the City of Portland.

C. Current Use of the Site: The site of the proposed project is a 20,002-square foot parcel of land that is developed to accommodate commercial fishing operations. The development includes buildings, parking, accessways, and piers. The proposed building will be located on an existing pier.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site. Department staff visited the project site on October 18, 2010.

The proposed project is located adjacent to Casco Bay, which is a scenic resource visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. The surrounding area is heavily developed with the Portland Fish Exchange, and includes buildings, parking, accessways, and piers that support commercial fishing operations. The Dropping Springs Bait Company currently utilizes four tractor trailers as cooling units. The proposed building will be a prefabricated insulated metal building that will be similar in design to the existing buildings at the project site and will occupy a smaller area than the existing operations. The applicant proposes to remove the trailers once the metal building is installed.

The proposed project was evaluated using the Department's Visual Impact Assessment Matrix and was found to have an acceptable potential visual impact rating. Based on the information submitted in the application, the visual impact rating, and the site visit, the Department determined that the location and scale of the proposed activity is compatible with the existing visual quality and landscape characteristics found within the viewshed of the scenic resource in the project area.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

The placement of the building on a concrete slab is not anticipated to cause unreasonable erosion; however, the applicant stated that all erosion and sediment control measures will be constructed and maintained in accordance with the DEP's Maine Erosion and Sediment Control Best Management Practices Handbook.

The Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

According to the Department's Geographic Information Systems database, the project is not located within significant wildlife habitat. There is no direct impact to the habitat as a result of the placement of the building.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

The current operation discharges stormwater directly over the pier. The applicant stated that the stormwater from the new location will discharge into a catch basin and discharge the stormwater below the water line. The applicant submitted a letter from the Department's Municipal and Industrial Stormwater program confirming that the proposed changes to the existing drainage system will improve the current situation in regards to stormwater management and water quality.

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant does not propose to directly alter the coastal wetland. The project will be constructed on the existing pier and will not be located any further seaward than the existing development.

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require that the applicant meet the following standards:

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. Each application for a Natural Resources Protection Act (NRPA) permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicant submitted an alternatives analysis for the proposed project completed by Mary Costigan of the City of Portland and dated October 28, 2010. The applicant stated that the proposed building will be operated by a lobster bait company, which is a water dependent operation. The applicant currently utilizes four tractor trailers that run on generators for cooling units. The current proposal has minimized the amount of space the bait company will require and avoids any direct impacts to the coastal wetland.

B. Minimal Alteration. The amount of coastal wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant has designed the building to occupy the minimal space required for business operations.

C. Compensation. In accordance with Chapter 310 Section 5(C)(6)(b), compensation is not required to achieve the goal of no net loss of coastal wetland functions and values since the project will not result in over 500 square feet of fill in the resource, which is the threshold over which compensation is generally required. Further, the proposed project will not have an adverse impact on marine resources or wildlife habitat. For these reasons, the Department determined that compensation is not required.

The Department finds that the applicant has avoided and minimized coastal wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.

- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of PORTLAND FISH EXCHANGE to place a building adjacent to a coastal wetland, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that their activities or those of their agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DEPARTMENT OF ENVIRONMENTAL PROTECTION



This permit has been digitally signed by Andrew C. Fisk on behalf of Acting Commissioner James Brooks. It is digitally signed pursuant to authority under 10 M.R.S.A. § 9418. It has been filed with the Board of Environmental Protection as of the signature date 2011.01.11 13:00:32 -05'00'

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...



Natural Resource Protection Act (NRPA) Standard Conditions

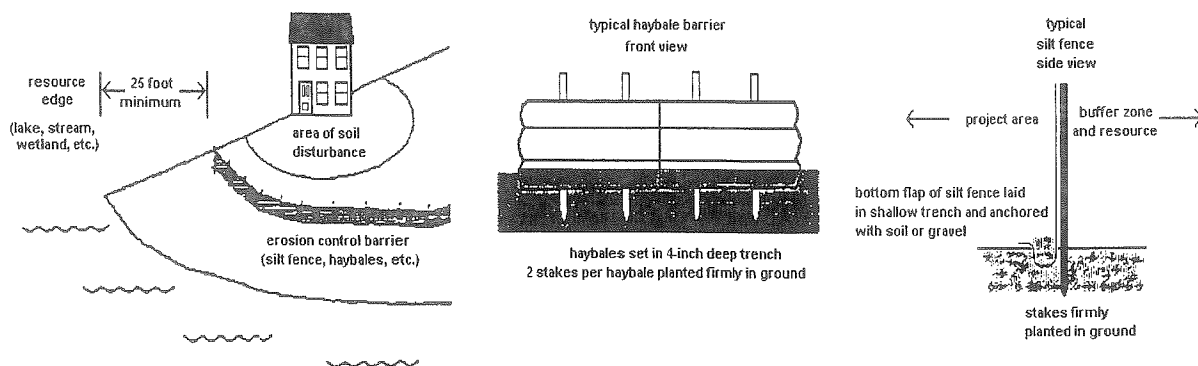
THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET. SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Initiation of Activity Within Two Years. If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years form the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.
- F. Reexamination After Five Years. If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.
- G. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- H. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- I. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Erosion Control for Homeowners

Before Construction

1. If you have hired a contractor, make sure you discuss your permit-by-rule with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is, and where it is located. Most people can identify the edge of a lake or river. However, the edges of wetlands are often not so obvious. Your contractor may be the person actually pushing dirt around, but you are both responsible for complying with the permit-by-rule.
2. Call around to find where erosion control materials are available. Chances are your contractor has these materials already on hand. You probably will need silt fence, hay bales, wooden stakes, grass seed (or conservation mix), and perhaps filter fabric. Places to check for these items include farm & feed supply stores, garden & lawn suppliers, and landscaping companies. It is not always easy to find hay or straw during late winter and early spring. It also may be more expensive during those times of year. Plan ahead -- buy a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the soil-disturbance activity.
4. If a contractor is installing the erosion control barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level or elevation across the land slope, whenever possible. This keeps stormwater from flowing to the lowest point along the barrier where it can build up and overflow or destroy the barrier.



During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops hitting the bare ground that makes the soil begin to move downslope with the runoff water, and cause erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. You or your contractor then need to figure out what can be done to prevent more soil from getting past the barrier.
3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.



DEP INFORMATION SHEET

Appealing a Commissioner's Licensing Decision

Dated: May 2004

Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) in an administrative process before the Board of Environmental Protection (Board); or (2) in a judicial process before Maine's Superior Court. This INFORMATION SHEET, in conjunction with consulting statutory and regulatory provisions referred to herein, can help aggrieved persons with understanding their rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

DEP's General Laws, 38 M.R.S.A. § 341-D(4), and its Rules Concerning the Processing of Applications and Other Administrative Matters (Chapter 2), 06-096 CMR 2.24 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written notice of appeal within 30 calendar days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner and the applicant a copy of the documents. All the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

The materials constituting an appeal must contain the following information at the time submitted:

1. *Aggrieved Status.* Standing to maintain an appeal requires the appellant to show they are particularly injured by the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.

5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.

6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.

7. *New or additional evidence to be offered.* The Board may allow new or additional evidence as part of an appeal only when the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or show that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2, Section 24(B)(5)

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license file is public information made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.

3. *The filing of an appeal does not operate as a stay to any decision.* An applicant proceeding with a project pending the outcome of an appeal runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge initiation of the appeals procedure, including the name of the DEP project manager assigned to the specific appeal, within 15 days of receiving a timely filing. The notice of appeal, all materials accepted by the Board Chair as additional evidence, and any materials submitted in response to the appeal will be sent to Board members along with a briefing and recommendation from DEP staff. Parties filing appeals and interested persons are notified in advance of the final date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision. The Board will notify parties to an appeal and interested persons of its decision.

II APPEALS TO MAINE SUPERIOR COURT

Maine law allows aggrieved persons to appeal final Commissioner licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2.26; 5 M.R.S.A. § 11001; & MRCivP 80C. Parties to the licensing decision must file a petition for review within 30 days after receipt of notice of the Commissioner's written decision. A petition for review by any other person aggrieved must be filed within 40-days from the date the written decision is rendered. The laws cited in this paragraph and other legal procedures govern the contents and processing of a Superior Court appeal.

ADDITIONAL INFORMATION: If you have questions or need additional information on the appeal process, contact the DEP's Director of Procedures and Enforcement at (207) 287-2811.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.
