

Verrill Dana^{LLP}

Attorneys at Law

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November 25, 2015

Portland Board of Appeals
City Hall Inspections Office, Room 315
389 Congress St
Portland, ME 04101

**Re: Interpretation Appeal;
Provision of Pre-Packaged Food at Allagash Brewery Tasting Room**

Dear Members of the Board,

Allagash Brewing Company is appealing the zoning administrator's determination that provision of a small amount of pre-packaged food at the company's existing tasting room does not constitute an incidental accessory use to the company's brewery.

The Allagash brewery and tasting room are located within the city's I-M Moderate Impact Industrial Zone. Breweries are an explicitly permitted use within the I-M Zone. See § 14-247(a). "Incidental accessory uses" are also explicitly permitted. See § 14-247(s). As recently as 2013, the city has affirmed the facility's approved uses as brewery and warehouse with accessory tasting room and accessory retail sales of beer, clothing and other items associated with the brewery. Certificate of Occupancy attached as Exhibit A.

Allagash recently approached the city for permission to provide a small selection of pre-packaged snacks to the customers that visit the Allagash tasting room. The snacks would be located in a single shelving unit the size of a vending machine and would be available to customers on the honor system, with an unmanned box to hold payments. The city denied the proposal on the basis that it was outside the scope of the approved existing tasting room and retail accessory uses.

On the contrary, the proposed provision of a limited selection of pre-packaged food, the functional equivalent of a vending machine, is entirely consistent with the operation of the brewery's tasting room and retail sales and should be permitted.

First, the scope and intensity of the proposed packaged food service are completely subordinate to the existing tasting room and retail sales. The tasting room and retail area are housed in a 70' x 28' space with copious counter and table seating to accommodate the thousands of customers who visit the brewery every year. In addition, an even larger outdoor patio space is available to visitors in the warmer months. The proposed packaged food area is a single shelved cabinet with an approximately 4' x 2' footprint located in an unused alcove in the

tasting room. See photographs attached as Exhibit B; construction drawings attached as Exhibit C; and plot plan attached as Exhibit D.

Second, the availability of food is directly related and beneficial to the existing tasting room accessory use. This is not an attempt by Allagash to expand its commercial operation. Allagash is proposing to offer food primarily for the purpose of providing its existing tasting room visitors the opportunity to temper the potential effects of alcohol during a day of sampling beer. At Allagash and at other tasting rooms, food trucks will often, but not always, park outside to provide visitors with something to eat. Allagash proposes to have the snacks on hand so that food is available at all times. Visitors drive to and from the Allagash tasting room and the tasting rooms of other breweries. It is common sense for a tasting room to have some type of sustenance on hand for patrons who want it. In fact, state law requires bars to make food available for this very reason. See 28-A M.R.S.A. § 1065 (requiring bars to offer food at all times that liquor is for sale). The city's determination that limited food service is not encompassed within or related to the tasting room is directly at odds with the policy behind this state requirement.

Third, it is common practice for brewery and distillery tasting rooms to offer snacks or some kind of limited food service. A tour of tasting rooms in Portland indicates that snacks are frequently made available as part of the tasting room or retail sales operations. Accordingly, the city's determination is inconsistent with the reality of commonly accepted industry practices.

Fourth, the food service that Allagash is proposing is essentially a low-tech vending machine. A small assortment of snacks will be available in an unattended cabinet with five shelves and a box to accept payment made on the honor system. The only place that the Portland Land Use Ordinance mentions vending machines is as an example of concessions permitted in an airline terminal within the Airport Business Zone. See § 14-197.1(b)(2). Yet vending machines are found in commercial establishments throughout Portland. As such, it is not clear that installation of a vending machine, the functional equivalent of what Allagash is proposing, is even regulated within the I-M Zone. If the city were to enforce its interpretation of the Allagash proposal uniformly, it would have to remove all vending machines from the array of commercial, institutional and recreational facilities within the I-M Zone, an area that encompasses much of the Riverside Street corridor, Presumpscot Street, Canco Road and Outer Congress.

Finally, even if the pre-packaged snack service proposed by Allagash did not fit within the scope of the approved accessory tasting room and retail sales operation, it would be permitted under the I-M Zone's Performance Based Uses provision. See § 14-248. This provision permits uses that are either expressly prohibited or not expressly permitted as long as the use is consistent with the purpose of the I-M Zone, does not negatively impact the environment or property values, and does not create "significant hazards to the health or safety of neighboring residents." *Id.* It is difficult to imagine how the availability of a limited selection of snacks at the existing tasting room would create any impacts at all. In fact, as discussed above, the provision of food is expected to have a positive effect on the health and safety of the neighborhood.

For the foregoing reasons, we respectfully request that the Board find that, pursuant to section 14-247 of the Portland Land Use Ordinance, the provision of pre-packaged food as described above is within the scope of the existing Allagash tasting room, which is a permitted incidental accessory use to the Allagash brewery. In the alternative, we respectfully request that

November 25, 2015

Page 3

the Board find that the provision of pre-packaged food as described above is permitted as a performance based use under section 14-248 of the Portland Land Use Ordinance.

Thank you for your time and attention to this matter. I look forward to answering any questions at your next available meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gordon R. Smith', is written over the typed name. The signature is stylized and cursive.

Gordon R. Smith



Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Interpretation Appeal Application

Applicant Information:

NAME _____

Allagash Brewing Co.
BUSINESS NAME

50 Industrial Way
BUSINESS ADDRESS

878-5385 jperry@allagash.com
BUSINESS TELEPHONE & E-MAIL

Deeds & Lease Agreement
APPLICANT'S RIGHT/TITLE/INTEREST

I-M
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

Brewery and warehouse with accessory tasting room and retail sales

Subject Property Information:

50 Industrial Way
PROPERTY ADDRESS

326 B009001
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (If Different) _____

ADDRESS (If Different) _____

PHONE # AND E-MAIL _____

DISPUTED PROVISIONS FROM SEC 14- 247

ORDER, DECISION, DETERMINATION OR INTERPRETATION UNDER DISPUTE:

November 3, 2015 determination that "selling food is not an 'incidental accessory use' to a brewery" and denial of proposal to have pre-packaged food available to tasting room visitors.

TYPE OF RELIEF REQUESTED

Determination that availability of pre-packaged food in tasting room fits within scope of tasting room accessory use.

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.


SIGNATURE OF APPLICANT

11.25.15
DATE

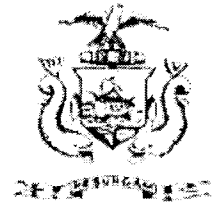
EXHIBIT A



Certificate of Occupancy

CITY OF PORTLAND, MAINE

Department of Planning and Urban Development
Building Inspections Division



Location: 50 Industrial Way

CBL: 326 B009001

Issued To: 50 Industrial Way Llc

Issued Date: 07/09/2013

This is to certify that the building, premises, or part thereof, at the above location, built-altered-changed as to use under Building Permit No. 201248397 has had a final inspection, has been found to conform substantially to the requirements of the Building Code and the Land Use Code of the City of Portland, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

ENTIRE

APPROVED OCCUPANCY

USE GROUP F-2/B/M

TYPE 2B

BREWERY/WAREHOUSE/ACCESSORY

TASTING & SALES

MUBEC '09

LIMITING CONDITIONS: NONE

Approved:

Inspector

Inspection Division Director

Notice: This certificate identifies the legal use of the building or premises, and ought to be transferred from owner to owner upon the sale of the property.

EXHIBIT B



TODAY'S TASTING
• White ... 5M
• TAPPA ... 7M
• INTERLUDE ... 10M
• NANCY ... 5M

OUTDOOR CHRISTMAS!
Starting at \$12.95



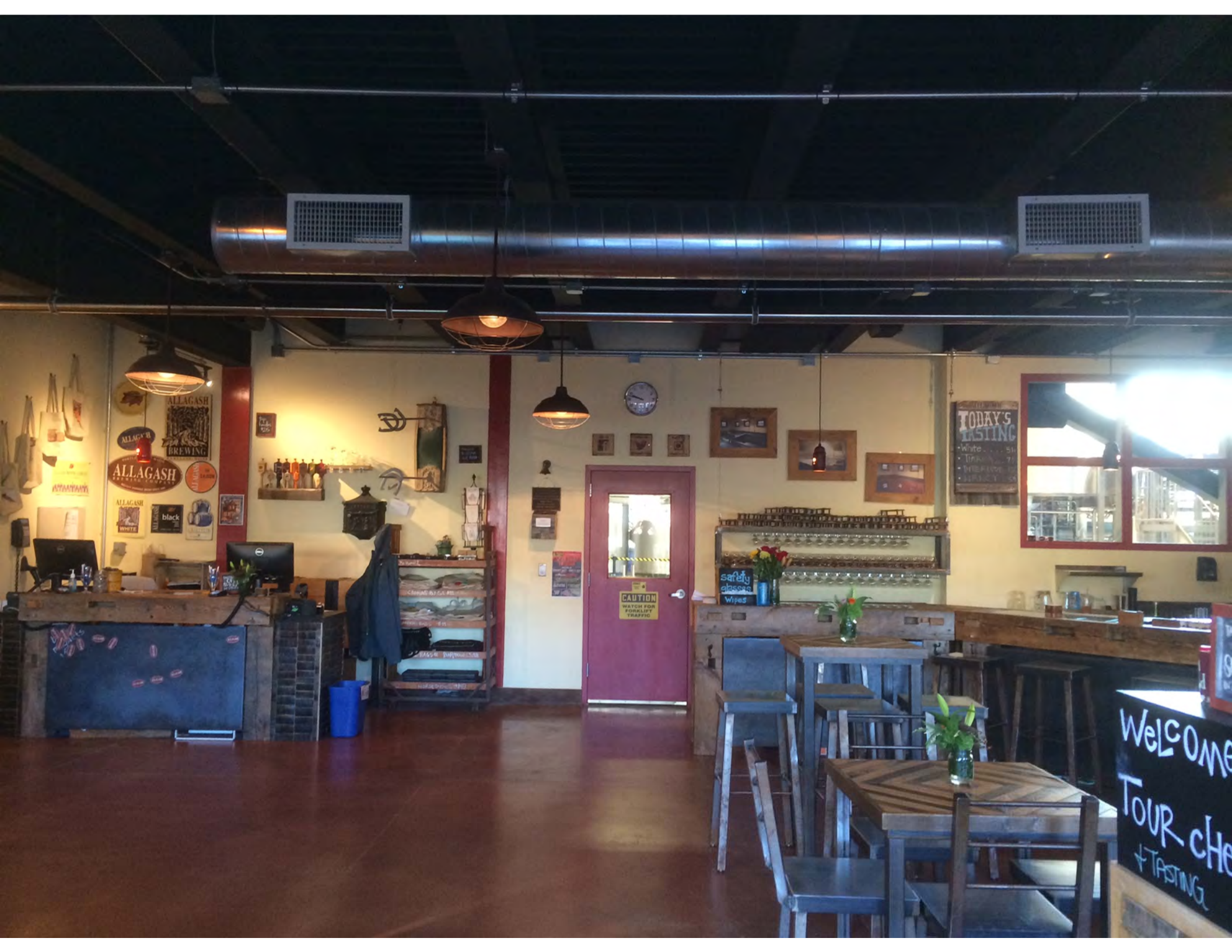
Handmade
Wood
bottle
opener
\$10



\$10

COLD BEER





ALLAGASH BREWING
ALLAGASH WHITE
black

TODAY'S TASTING
White ... \$11
IPA ... \$12
Pilsner ... \$10
Lager ... \$10

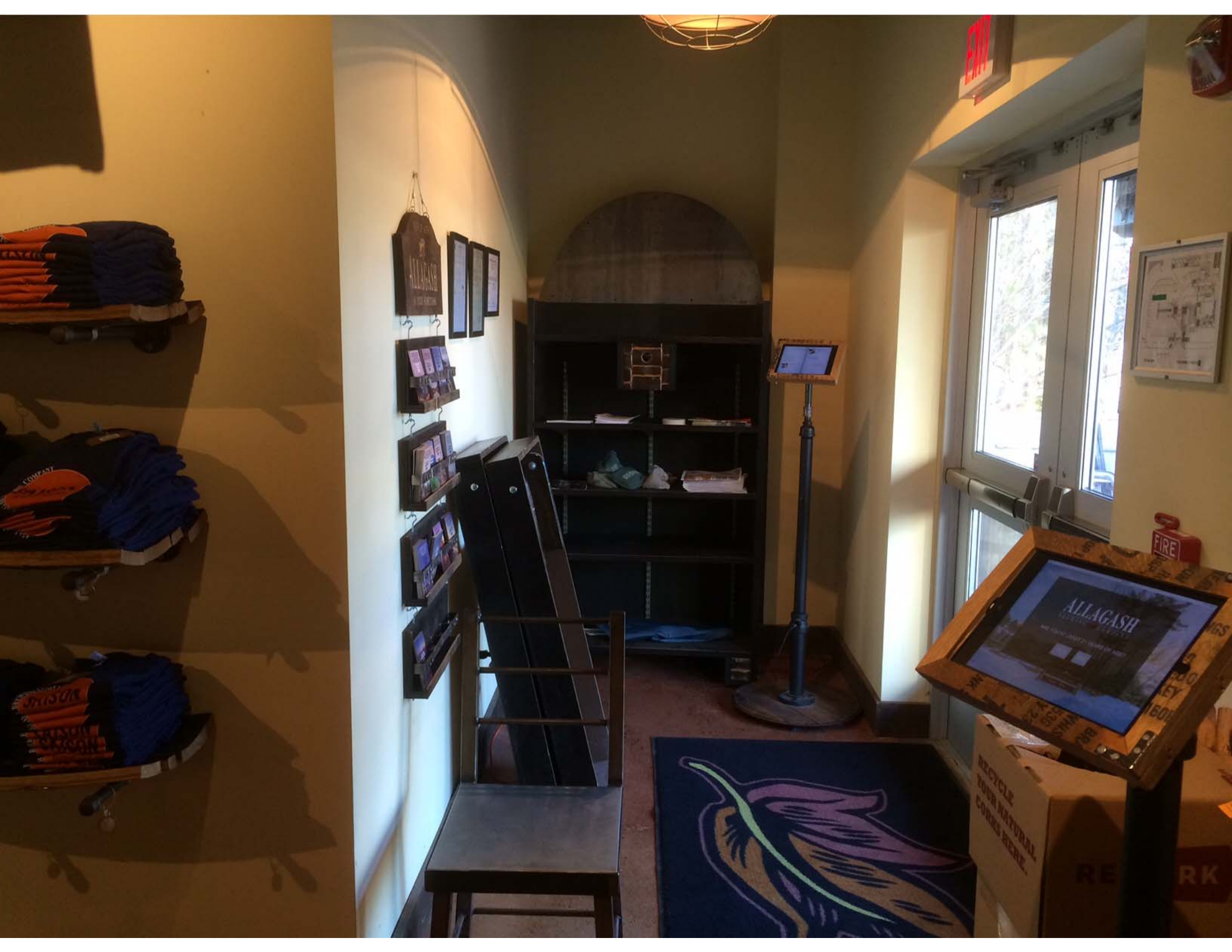
CAUTION
WATCH FOR
FORKLETT
TRAFFIC

Safety glasses
Wipes

Welcome
TOUR CHEST
TASTING







Stacks of blue and orange t-shirts on shelves.

Vertical display rack containing various items, possibly brochures or small gifts.

Dark wooden shelving unit with a curved top, holding various items.

Tall, thin stand with a tablet on top, displaying information.

Recycling bin with text: "RECYCLE YOUR NATURAL CORNS HERE."

Tablet display with text: "ALLAGASH BEER CO. BOTTLED IN MAINE"

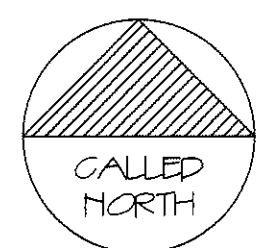
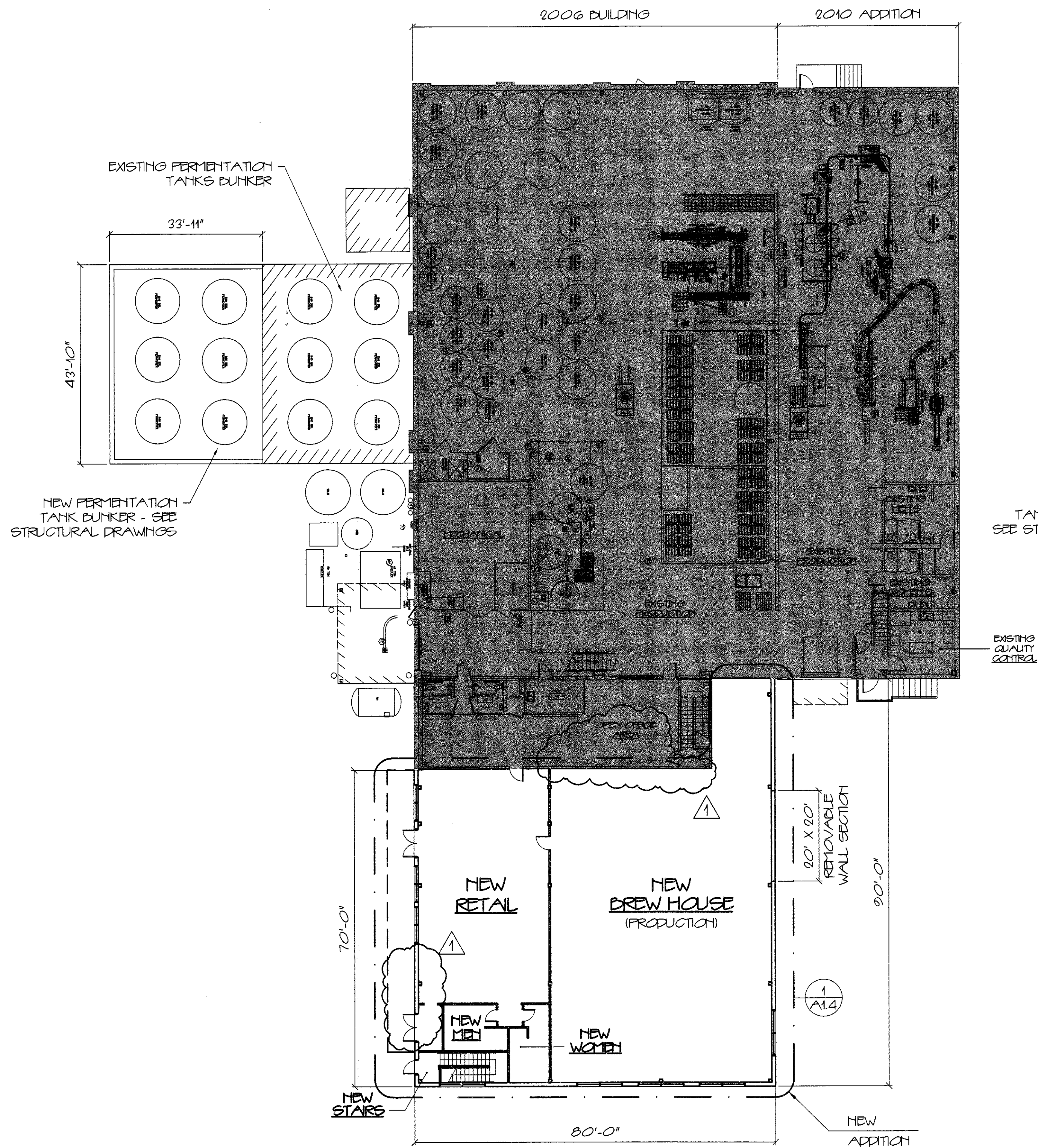
Map or informational poster on the wall.

FIRE extinguisher label.

EXIT sign above the door.



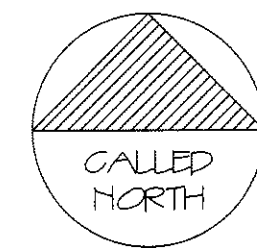
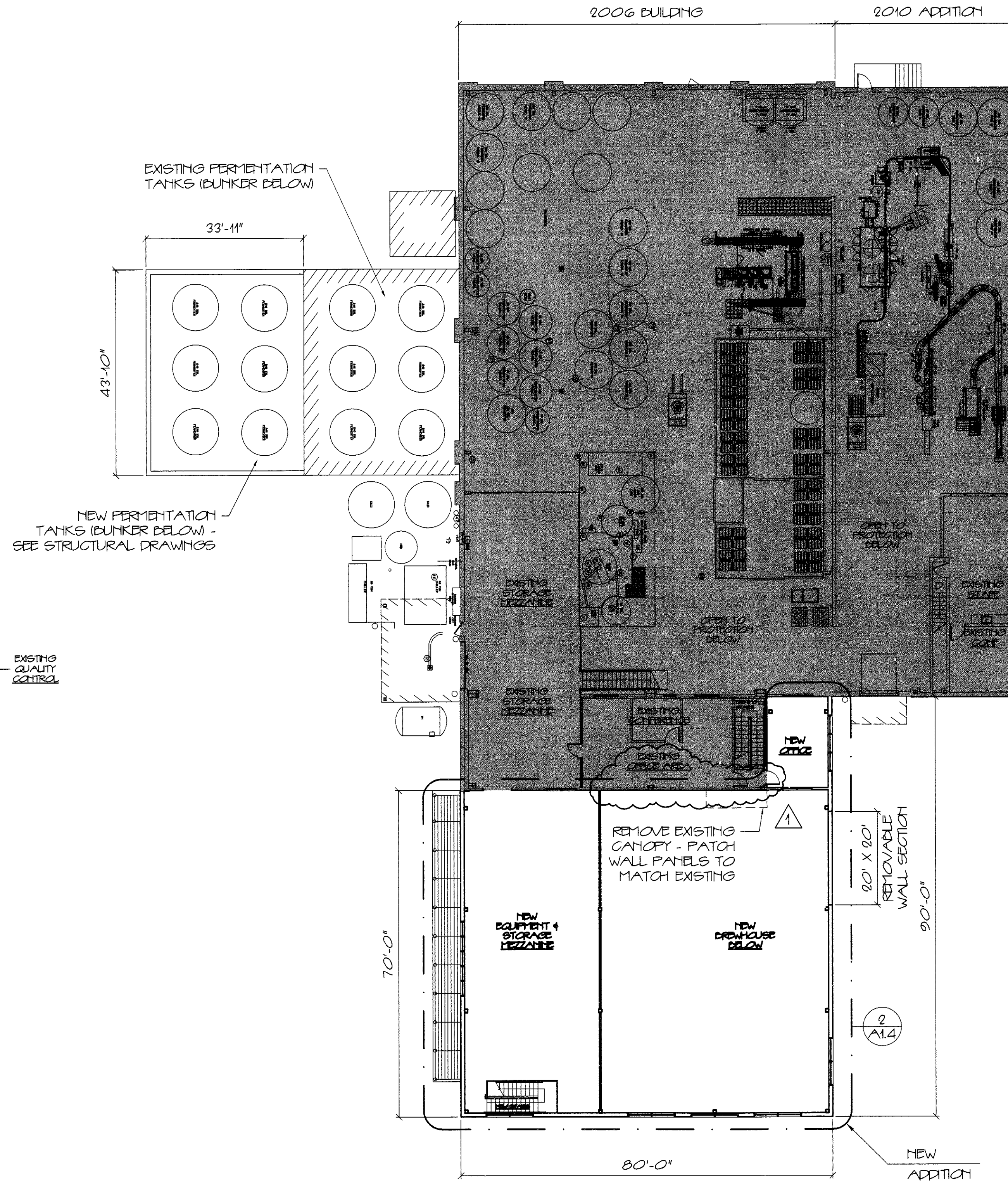
EXHIBIT C



FIRST FLOOR FACILITY PLAN

SCALE: 1/16" = 1'-0"

- EXISTING BUILDING - 16,900 SF.
- NEW ADDITION - 5,900 SF.
- TOTAL AREA = 22,800 SF.



SECOND FLOOR FACILITY PLAN

SCALE: 1/16" = 1'-0"

- EXISTING BUILDING - 3,656 SF.
- NEW ADDITION - 2,400 SF.
- TOTAL AREA = 6,056 SF.

G R A N T H A Y S A S S O C I A T E S

MICHAEL F. HAYS
No. 1724
STATE OF MAINE

REVISIONS

1 11/1/12 SUPERCEDES PREVIOUS ISSUES

NEW ADDITION FOR
ALLAGASH BREWING CO.
50 INDUSTRIAL WAY PORTLAND, MAINE

ARCHITECTURE
INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH, MAINE 04105
(207) 871-6900 (207) 871-9308

FACILITY FLOOR PLANS

SCALE 1/16" = 1'-0"

DATE 10 SEPT. 12

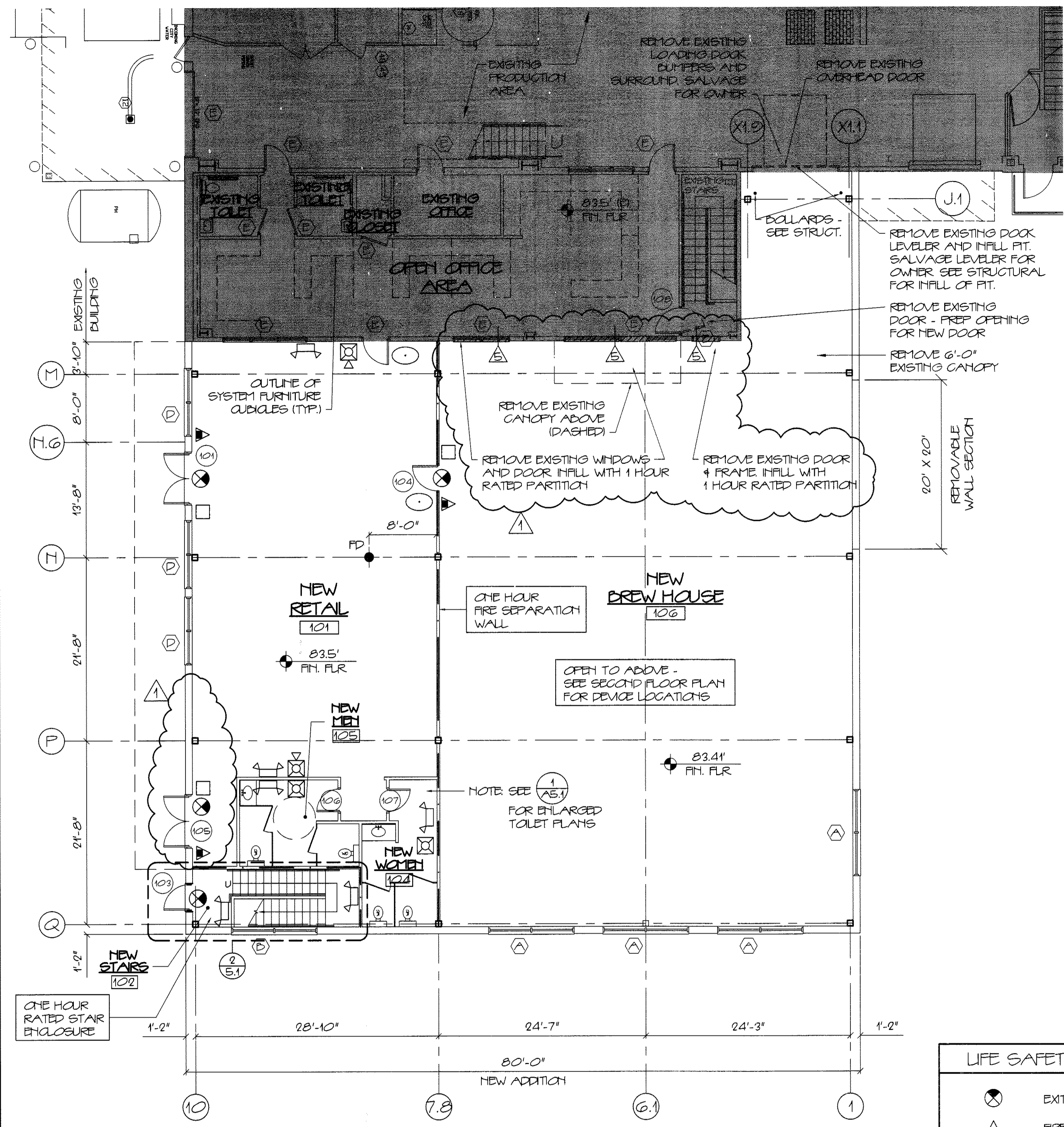
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JOB NO. 120701

DRAWING NO.

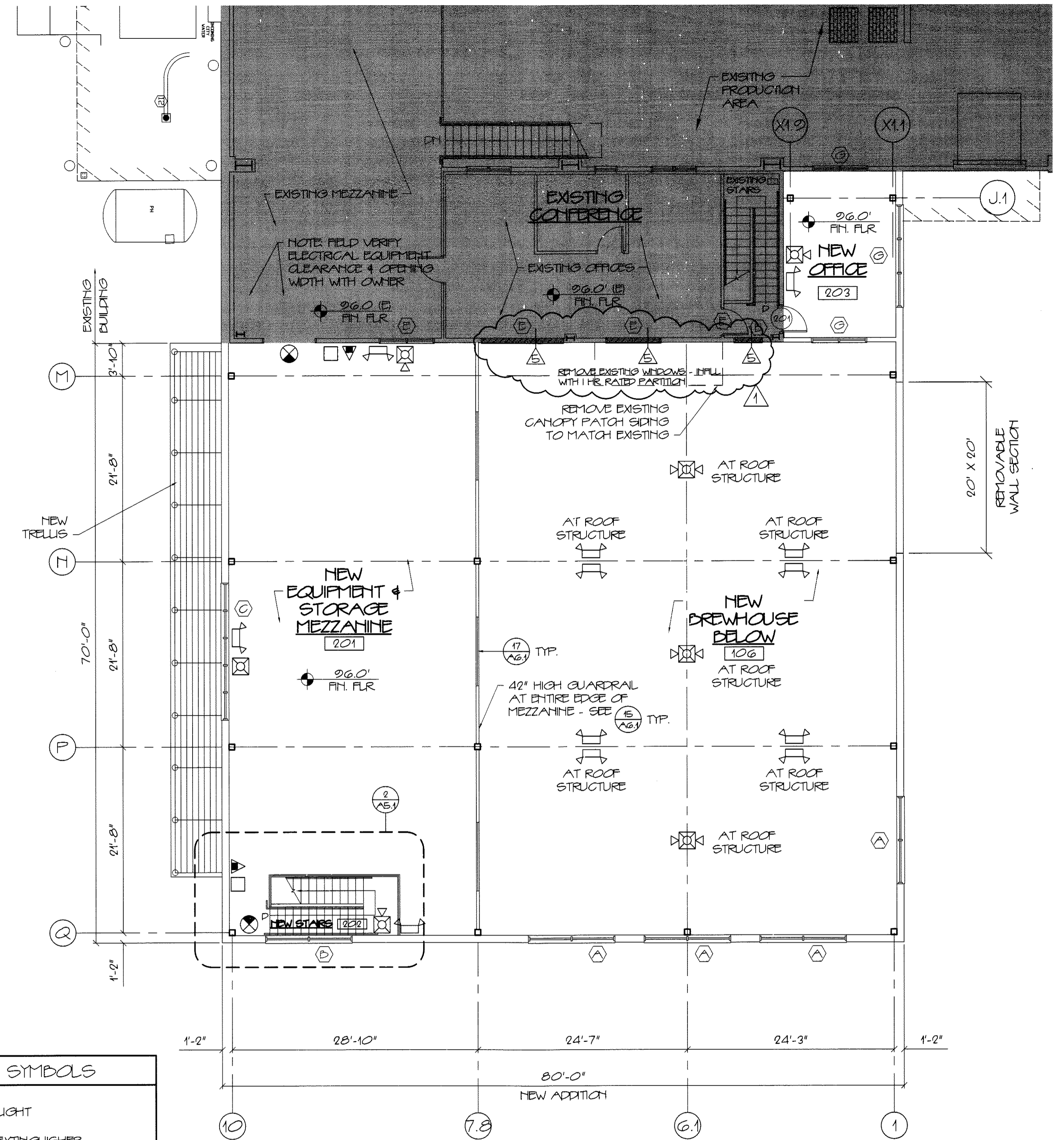
A1.1

DRAWING TITLE



① FIRST FLOOR NEW ADDITION CODE COMPLIANCE PLANS
SCALE: 1/8" = 1'-0"

NOTE: FIELD VERIFY EXISTING EXTERIOR WALL IS CONSTRUCTED WITH 1 HR RATING (S/Ø' FIRE CODE SHEETROCK/DEHSGLASS)



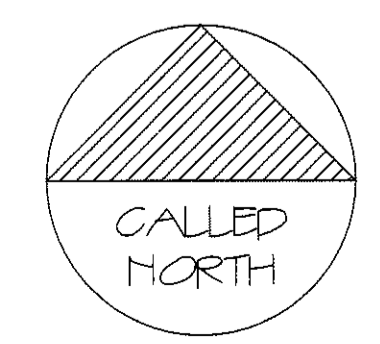
② SECOND FLOOR NEW ADDITION CODE COMPLIANCE PLAN
SCALE: 1/8" = 1'-0"

LIFE SAFETY SYMBOLS

	EXIT LIGHT
	FIRE EXTINGUISHER
	FIRE ALARM PULL MANUAL FULL STATION
	FIRE ALARM PANEL
	EMERGENCY LIGHT
	FIRE ALARM HORN/STROBE UNIT
	FIRE ALARM STROBE UNIT
	SMOKE DETECTOR
	SMOKE DETECTOR W/ AUDIBLE ALARM
	"NOT AN EXIT" SIGN
	KNOX BOX
	1 HR RATED PARTITION
	2 HR RATED PARTITION

FIRE SUPPRESSION & LIFE SAFETY SYSTEM NOTES:

- THE ENTIRE BUILDING HAS AN EXISTING NFPA 13 FIRE SUPPRESSION SPRINKLER SYSTEM. THE EXISTING SPRINKLER SYSTEM SHALL BE MODIFIED BY A CERTIFIED SPRINKLER CONTRACTOR FOR THE PROPOSED PLANS AND SHALL BE REVIEWED AND APPROVED BY THE STATE AND LOCAL AUTHORITY HAVING JURISDICTION. THE CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR THE DESIGN AND INSTALLATION OF THE MODIFIED SYSTEM FOR OCCUPANCY.
- UPGRADE THE EXISTING FIRE ALARM SYSTEM AS REQUIRED FOR COMPLIANCE WITH NFPA 101 LIFE SAFETY CODE. COORDINATE WITH SPRINKLER SYSTEM MODIFICATION. VERIFY LOCATION OF ALARM & NOTIFICATION PANELS WITH THE AUTHORITY HAVING JURISDICTION.



G R A N T H A Y S ASSOCIATES

ARCHITECTURE
INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH, MAINE 04105
(207) 871-5900
FALMOUTH, MAINE (207) 871-9308

NEW ADDITION FOR
ALLAGASH BREWING CO.
50 INDUSTRIAL WAY PORTLAND, MAINE

JOB TITLE

DRAWING TITLE

ENLARGED ADDITION CODE COMPLIANCE PLANS

SCALE AS NOTED

DATE 10 SEPT. 12

DRAWN BY SAM/MPH

JOB NO. 120701

DRAWING NO. **A1.3**

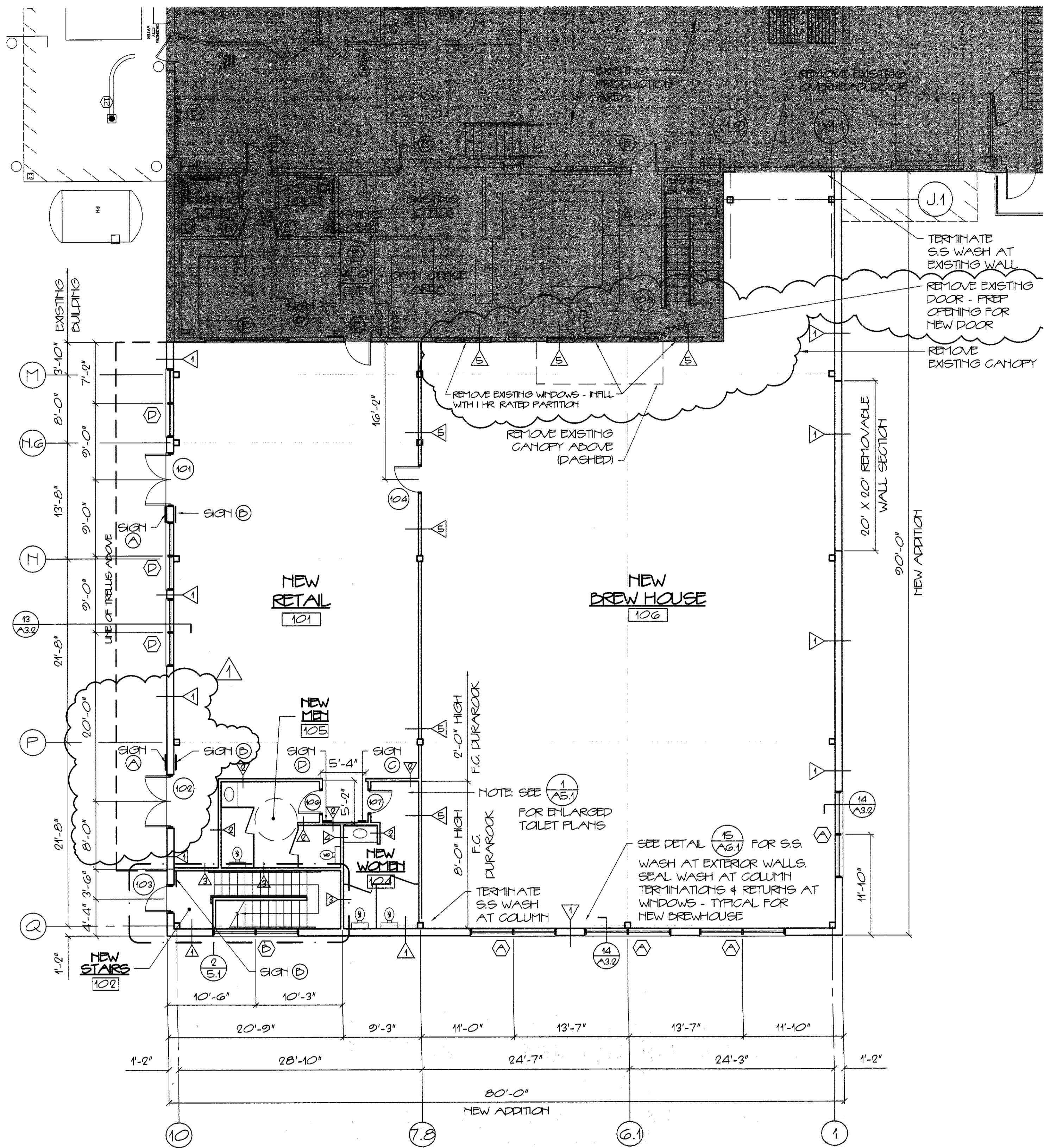
REVISIONS

Δ 11/1/12 SUPERCEDES PREVIOUS ISSUES

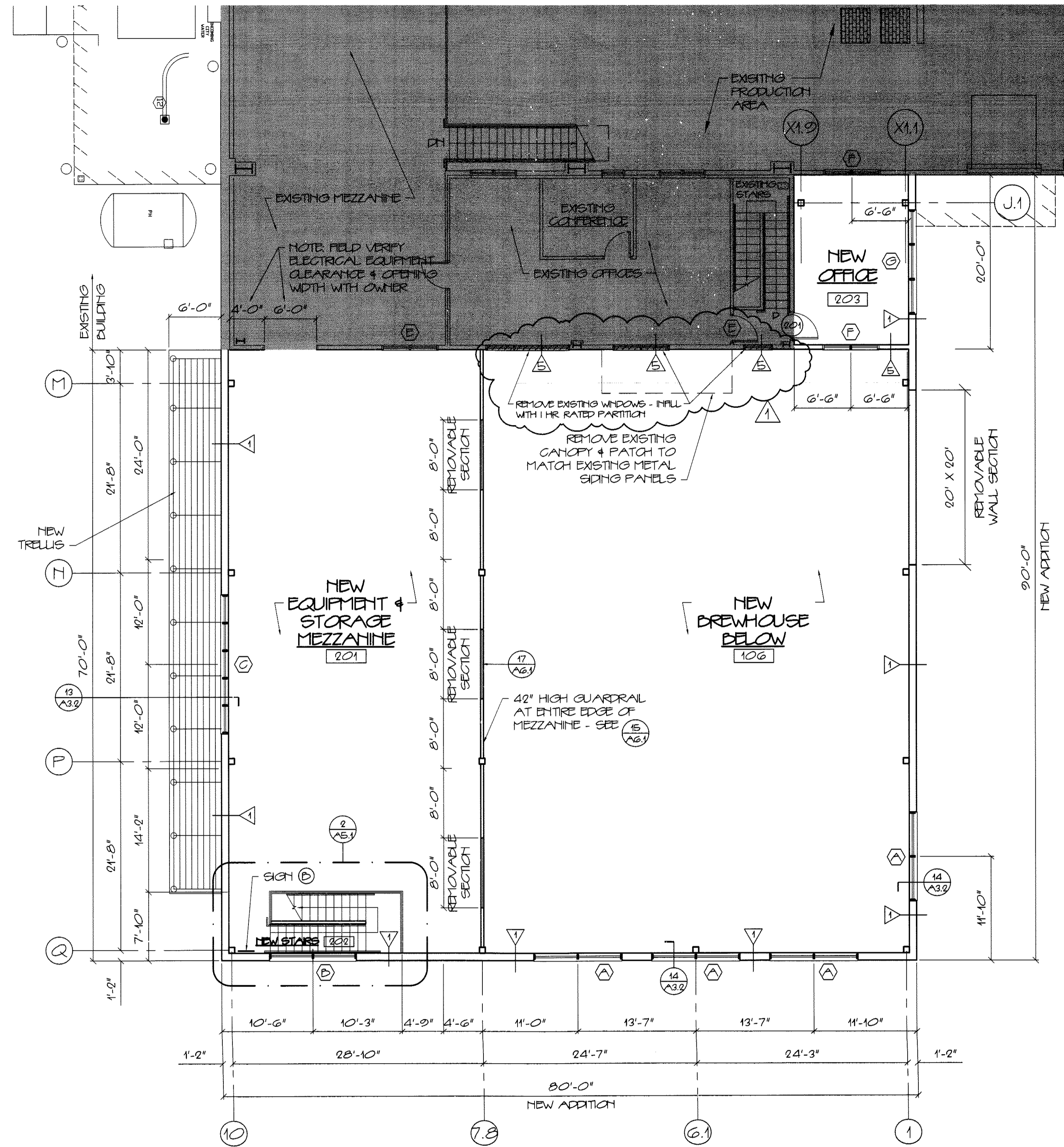
LICENSED ARCHITECT

MICHAEL F. HAYS No. 1724

STATE OF MAINE



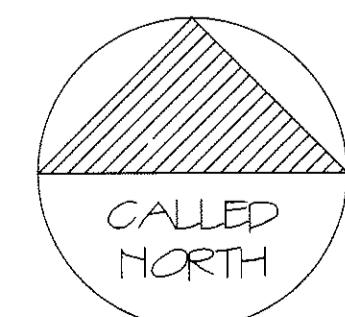
1 FIRST FLOOR NEW ADDITION ENLARGED PLANS
SCALE: 1/8" = 1'-0"



2 SECOND FLOOR NEW ADDITION ENLARGED PLAN
SCALE: 1/8" = 1'-0"

PARTITION TYPES	
TAG	DETAIL
△	1 A6.1
▽	5 A6.1
▽	3 A6.1
▽	4 A6.1
▽	6 A6.1

SIGNAGE TYPES	
TAG	DETAIL
△	3 A3.2
○	4 A3.2
○	5 A3.2
○	6 A3.2



G R A N T H A Y S A S S O C I A T E S

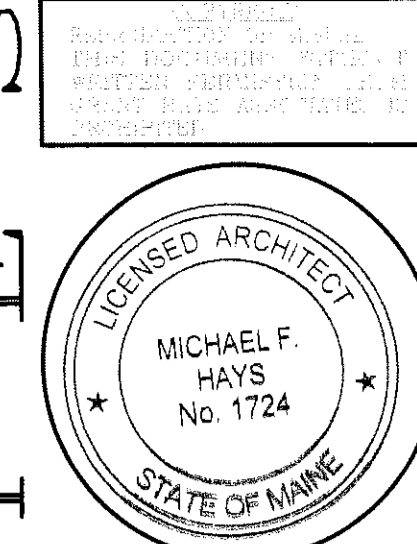
REVISIONS
 11/1/12 SUPERCEDES PREVIOUS ISSUES

NEW ADDITION FOR
ALLAGASH BREWING CO.
 50 INDUSTRIAL WAY PORTLAND, MAINE

ARCHITECTURE
 INTERIOR DESIGN
 P.O. BOX 6179 FALMOUTH, MAINE 04105
 (207) 871-5900 (207) 871-9308

ENLARGED ADDITION PLANS
 DRAWING TITLE

SCALE AS NOTED
 DATE 10 SEPT. 12
 DRAWN BY SAM/MPH
 JOB NO. 120701
 DRAWING NO.
A1.4



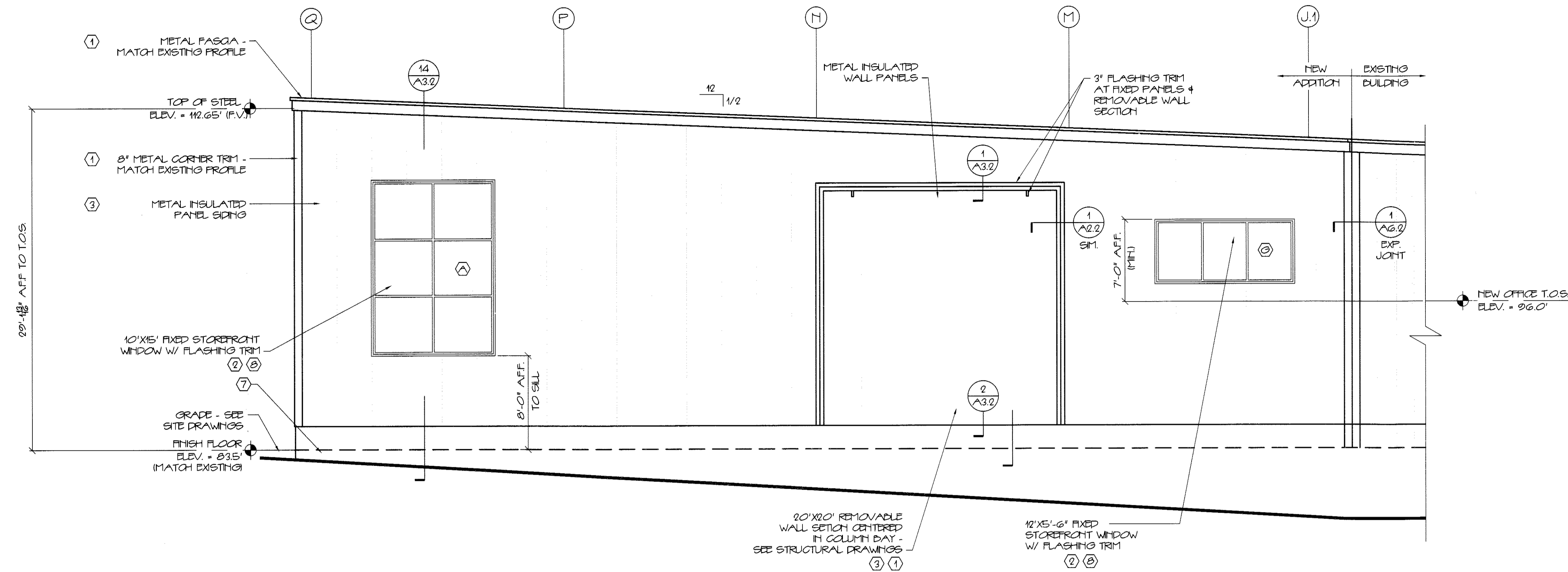
REVISIONS
 1 11/1/12 SUPERCEDES PREVIOUS ISSUES

NEW ADDITION FOR
ALLAGASH BREWING CO.
 50 INDUSTRIAL WAY PORTLAND, MAINE

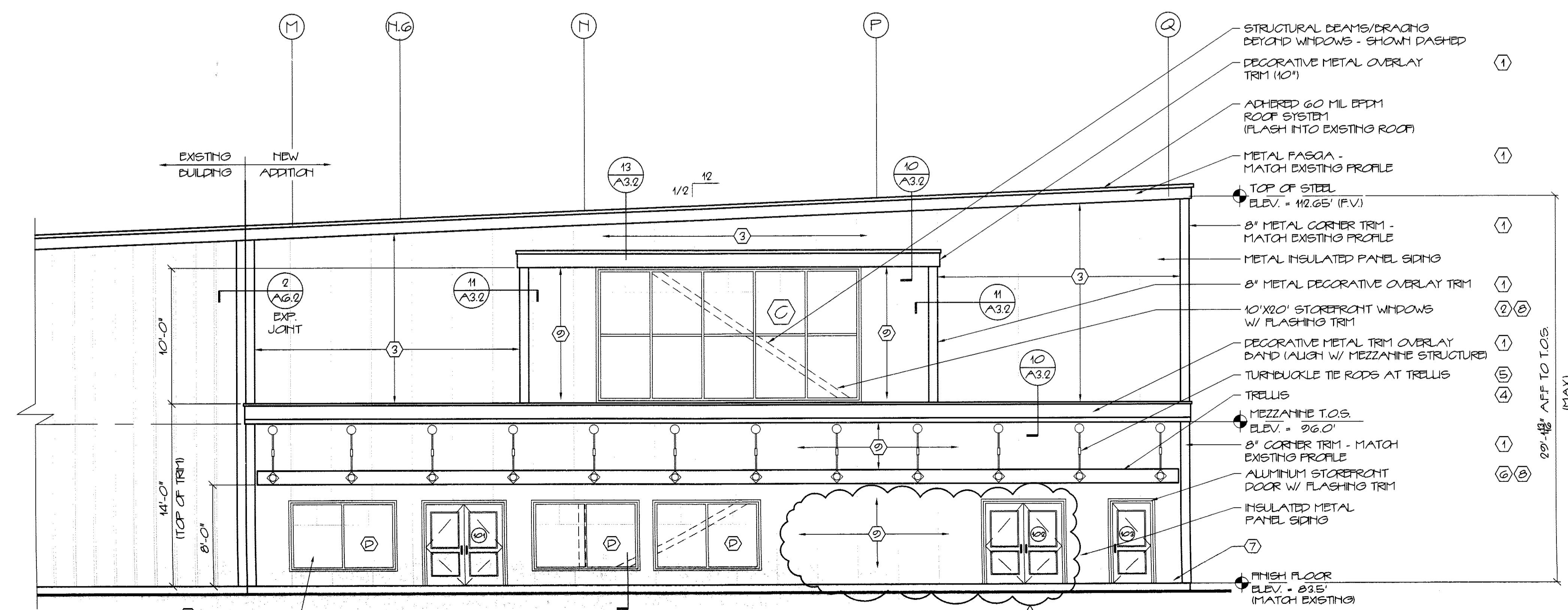
ARCHITECTURE
INTERIOR DESIGN
 P.O. BOX 6179 FALMOUTH, MAINE 04105
 (207) 871-5900 (207) 871-9308

ADDITION
 EXTERIOR
 ELEVATIONS

SCALE AS NOTED
 DATE 10 SEPT. 12
 DRAWN BY SAM/MPH
 JOB NO. 120701
 DRAWING NO. **A2.1**



EAST ELEVATION
 SCALE: 3/16" = 1'-0"

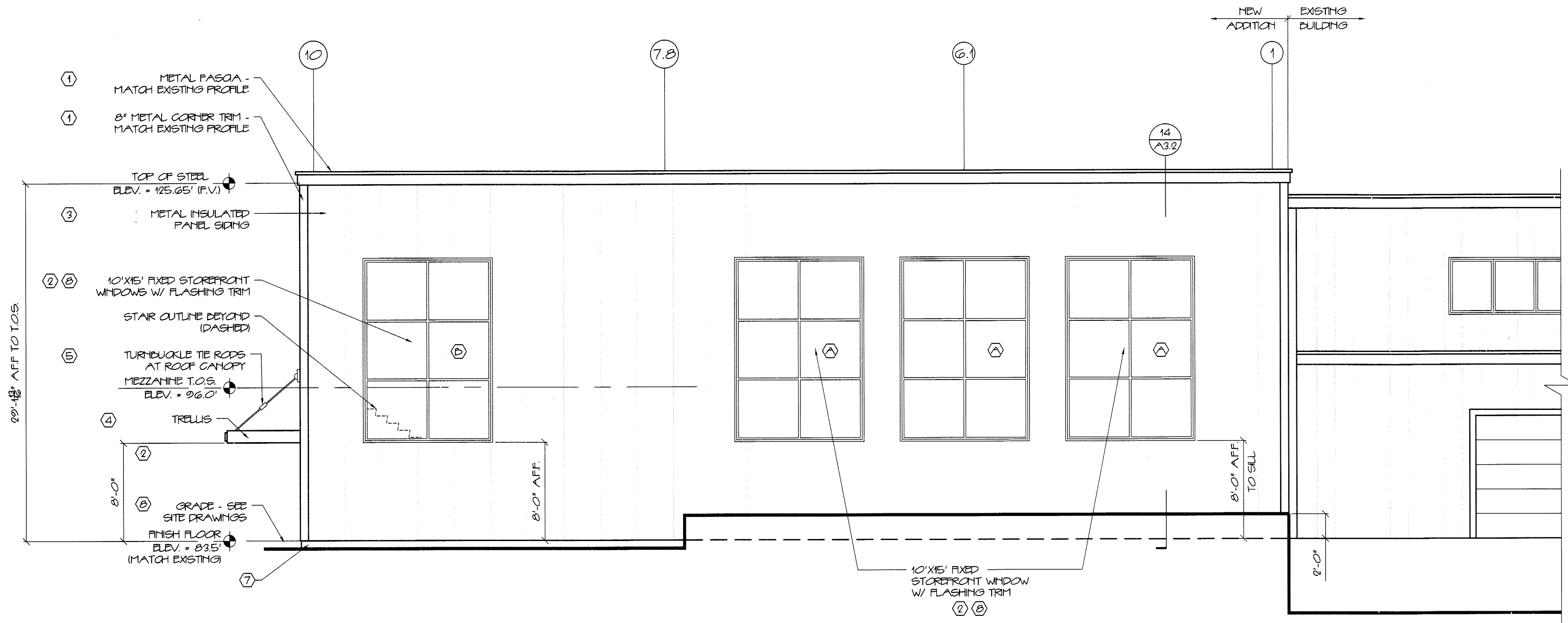


WEST ELEVATION
 SCALE: 3/16" = 1'-0"

COLOR SCHEDULE	
TAG	COLOR
1	LIGHT BRONZE
2	MILL ALUMINUM
3	LIGHT STONE
4	'RUSTED' STEEL
5	'GALVANIZED' STEEL + ROUGH TIMBER
6	MILL ALUMINUM
7	CONCRETE
8	LIGHT BRONZE
9	BLUE
10	(RESERVED)

NOTE: MATCH EXISTING BUILDING INSULATED EXTERIOR METAL PANELS FROM 2010 ADDITION AT NEW BUILDING ADDITION. MATCH TRIM PROFILES AND COLORS AS INDICATED AND AS RESCIABLY AVAILABLE.

GRANT HAYS ARCHITECT ASSOCIATES



SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

COLOR SCHEDULE	
TAG	COLOR
①	LIGHT BRONZE
②	MILL ALUMINUM
③	LIGHT STONE
④	'RUSTED' STEEL
⑤	'GALVANIZED' STEEL & ROUGH TIMBER
⑥	MILL ALUMINUM
⑦	CONCRETE
⑧	LIGHT BRONZE
⑨	BLUE
⑩	(RESERVED)

G R A N T H A Y S A S S O C I A T I O N S

ARCHITECTURE
INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH, MAINE 04105
(207) 871-5900
(207) 871-9908

REVISIONS

NEW ADDITION FOR
ALLAGASH BREWING CO.
50 INDUSTRIAL WAY PORTLAND, MAINE

ARCHITECT
MICHAEL F. HAYS
No. 1724
STATE OF MAINE

JOB TITLE

ADDITION
EXTERIOR
ELEVATIONS

DRAWING TITLE

SCALE AS NOTED

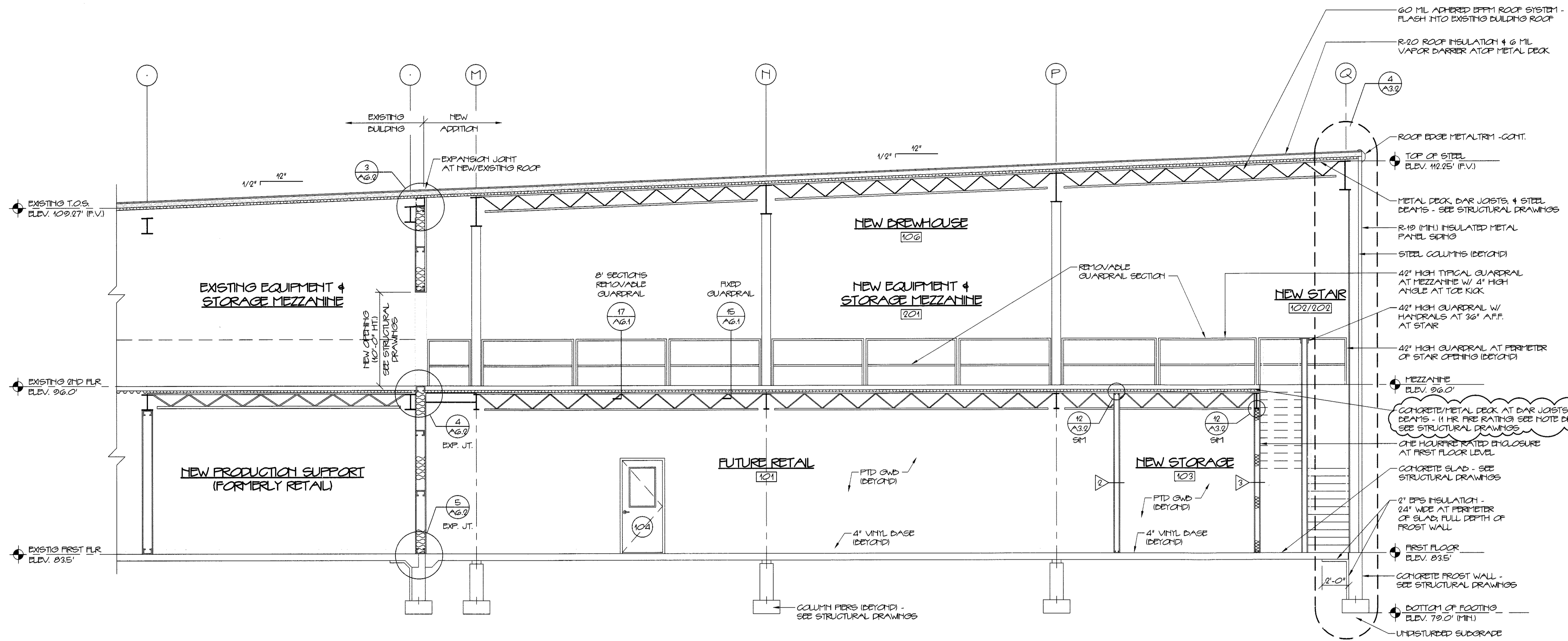
DATE 10 SEPT. 12

DRAWN BY SAM/MPH

JOB NO. 120701

DRAWING NO.

A2.2



TYPICAL NEW ADDITION BUILDING SECTION
SCALE 1/4" = 1'-0"

NOTE: NEW MEZZANINE FLOOR CONSTRUCTION CONSISTS OF STRUCTURAL METAL DECKING, MINIMUM 2" W/8" CONCRETE TOPPING WITH WELDED WIRE MESH REINFORCING PER UL DESIGN NO. D064 - 1 HOUR ASSEMBLY RATING

G R A N T A S S O C I A T E S

REVISIONS

1	11/1/12	SUPPERCEDES PREVIOUS ISSUES
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NEW ADDITION FOR
ALLAGASH BREWING CO.
50 INDUSTRIAL WAY PORTLAND, MAINE

ARCHITECTURE
INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH, MAINE 04105
(207) 871-5800
(207) 871-8306

JOB TITLE

DRAWING TITLE

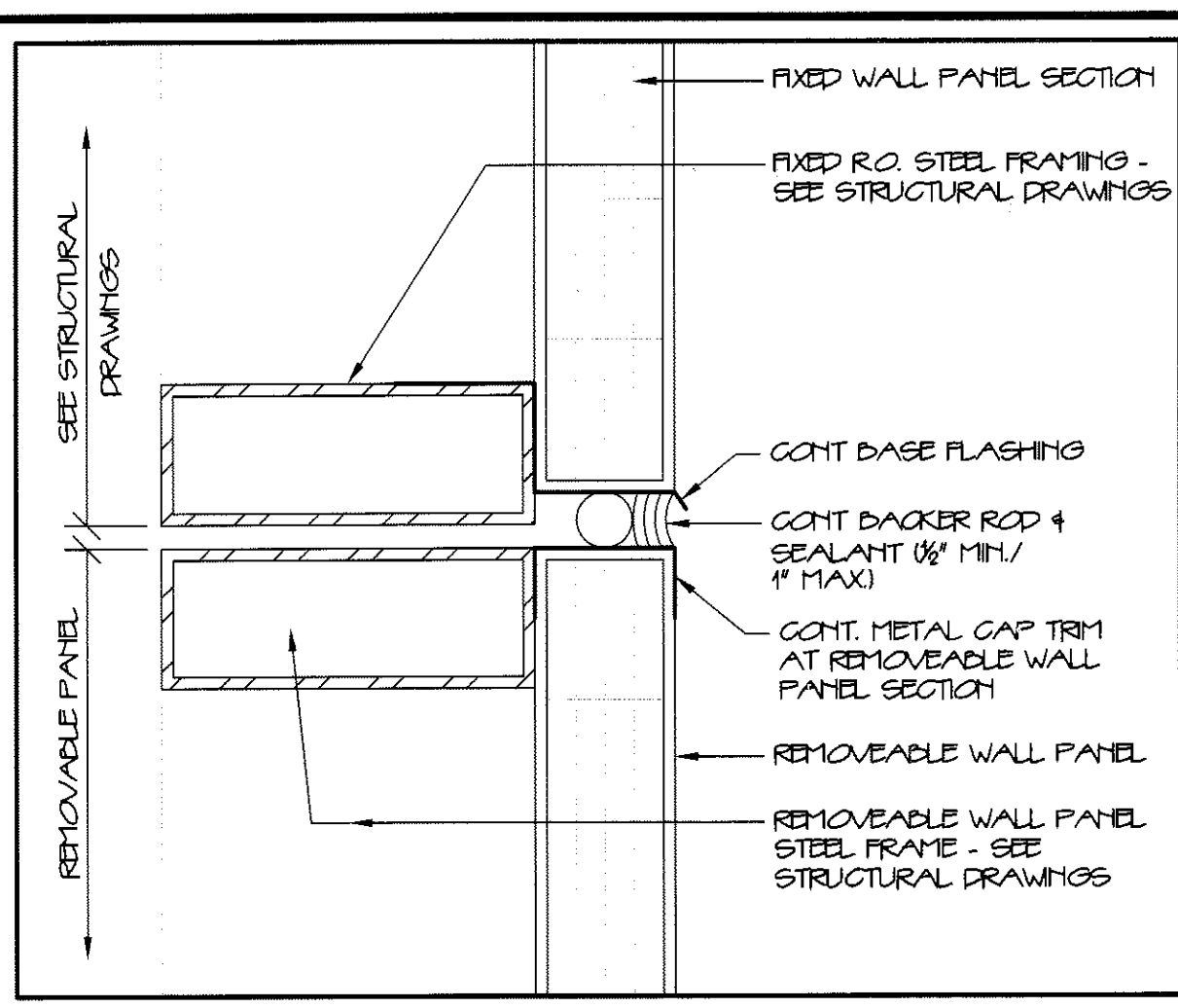
SCALE 1/4" = 1'-0"

DATE 10 SEPT. 12

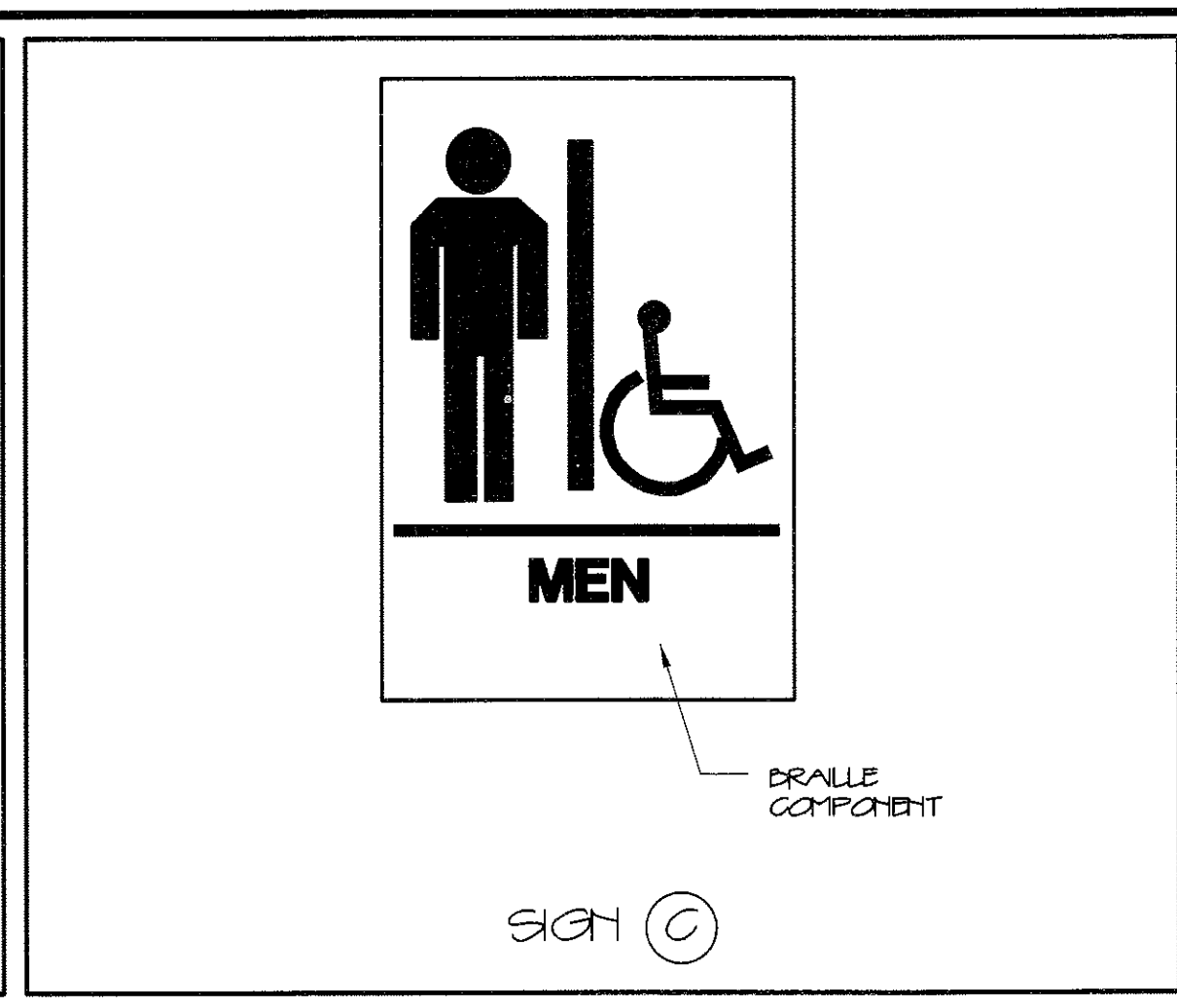
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JOB NO. 120701

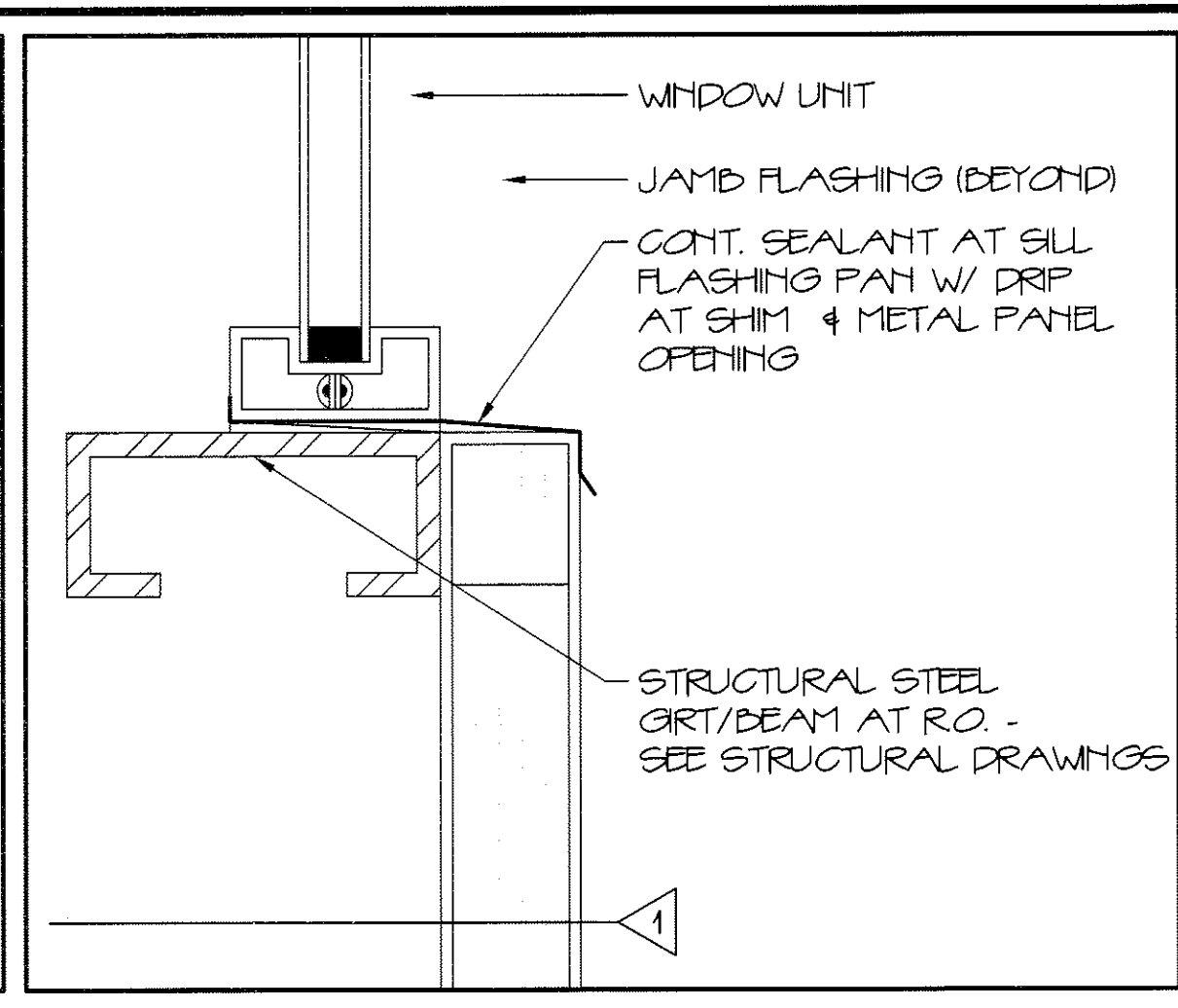
DRAWING NO. **A3.1**



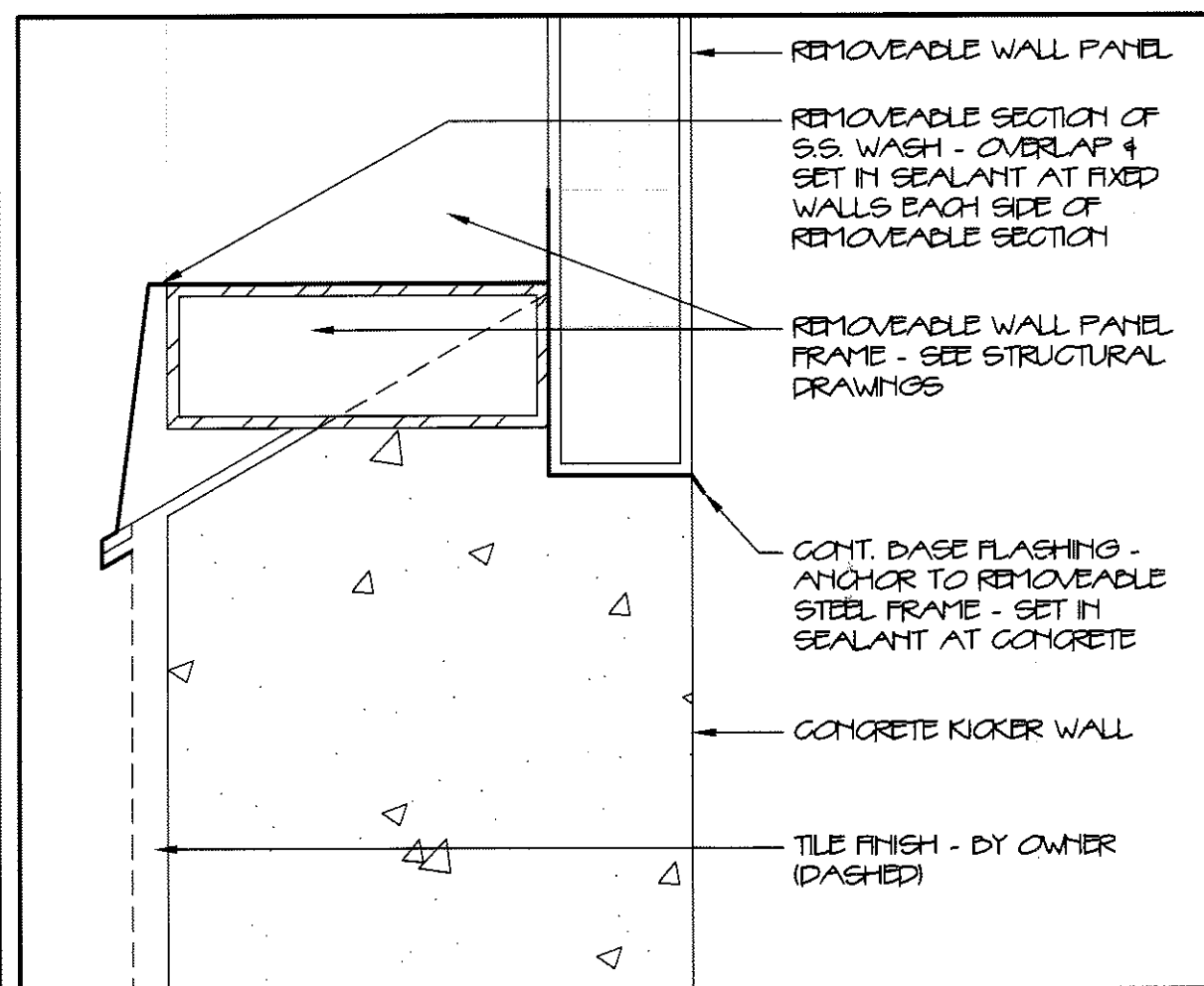
1 REMOVABLE WALL AT HEAD (JAMB SILL) 3'-1'-0"



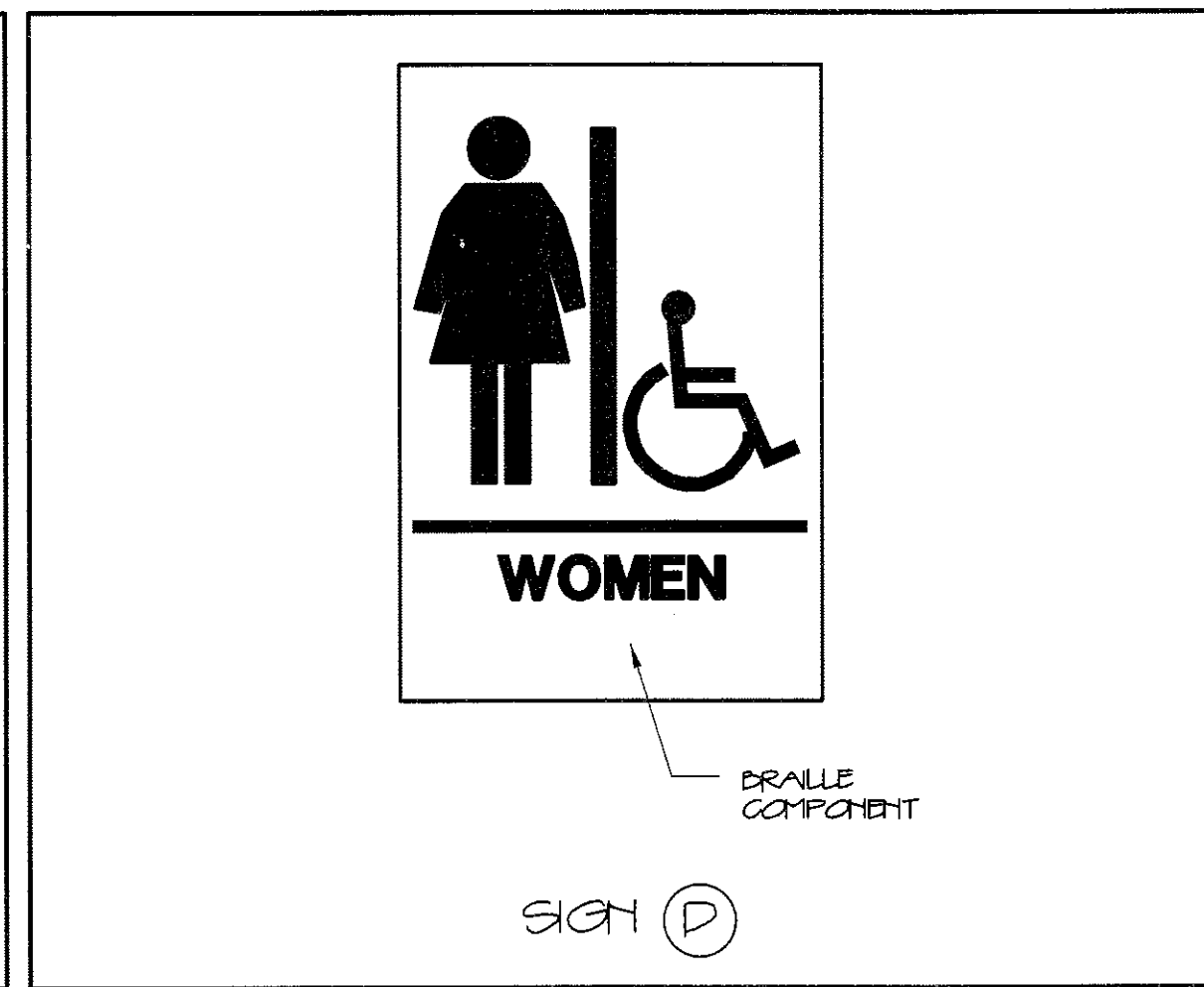
5 ACCESSIBLE MEN'S TOILET SIGN N.T.S.



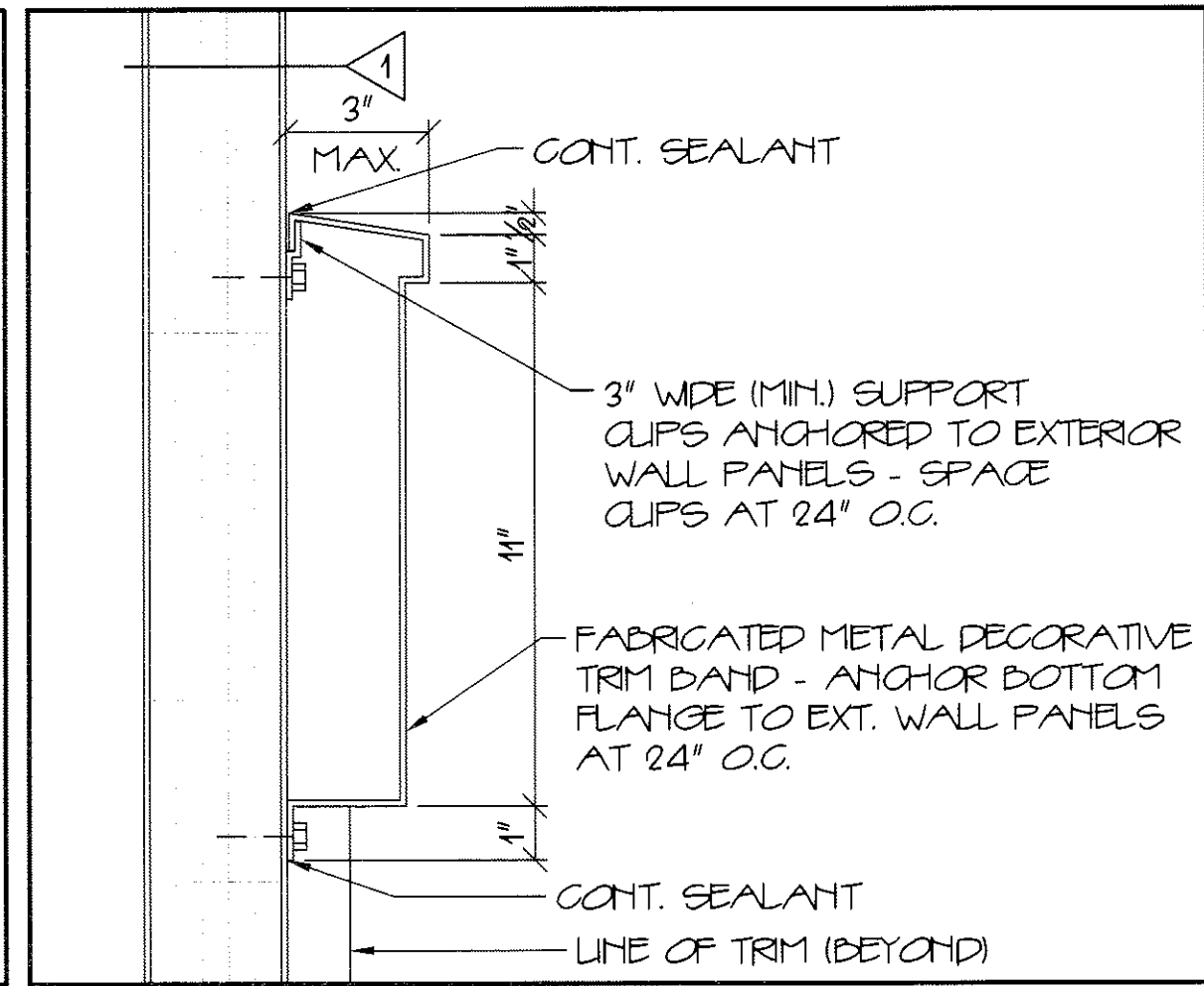
6 EXT. WINDOW SILL DETIL 3'-1'-0"



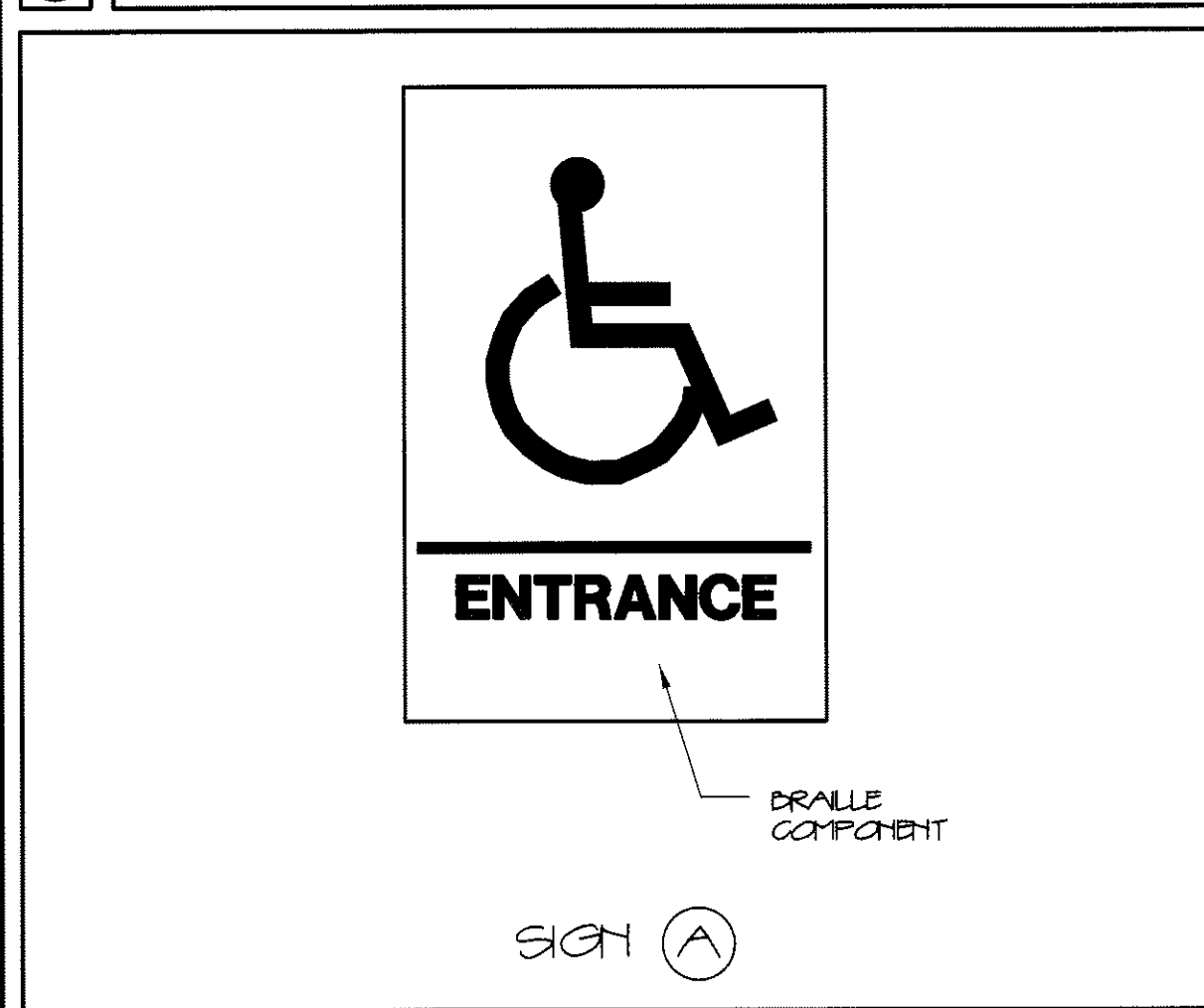
2 REMOVABLE WALL AT SILL 3'-1'-0"



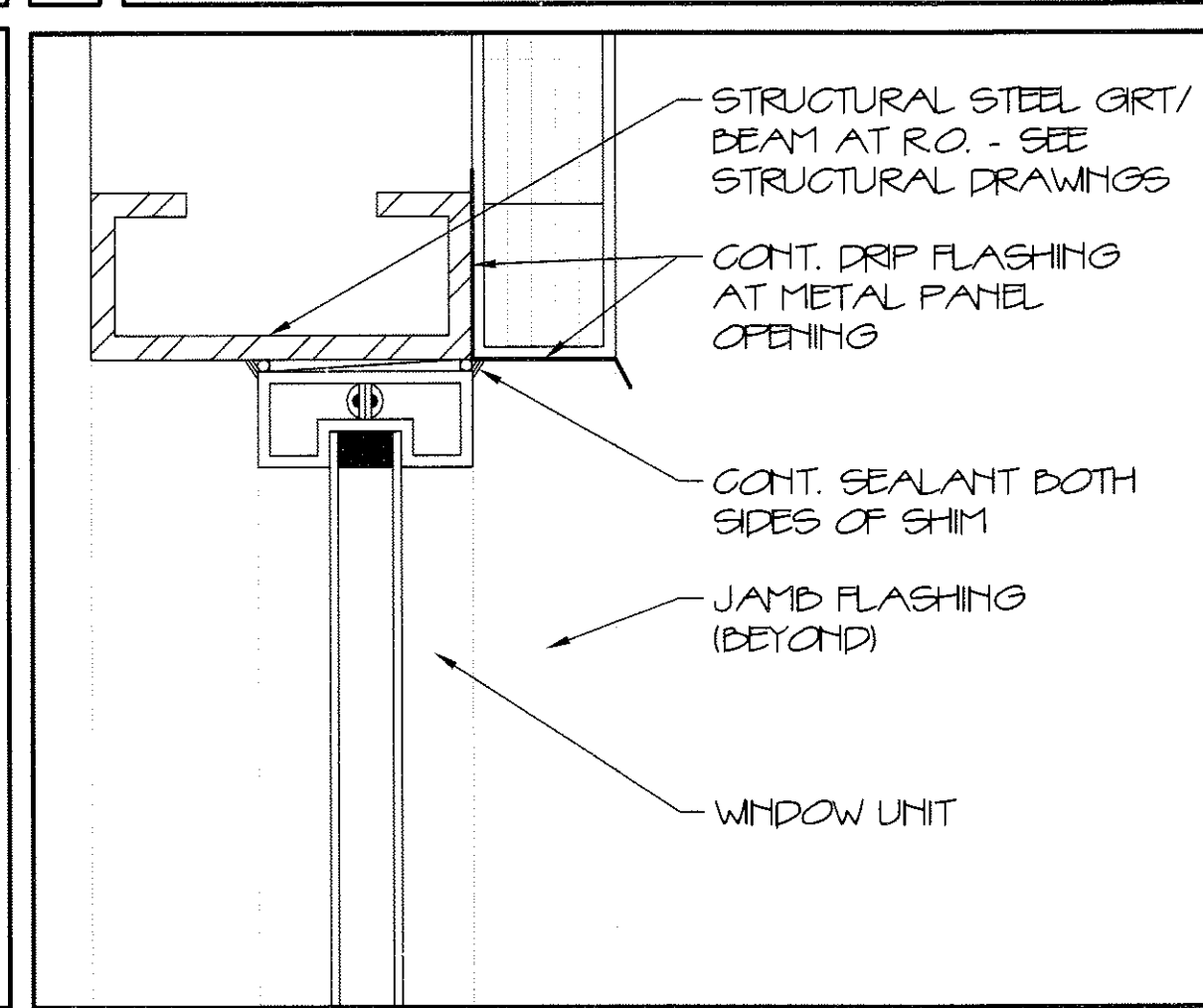
6 ACCESSIBLE WOMEN'S TOILET SIGN N.T.S.



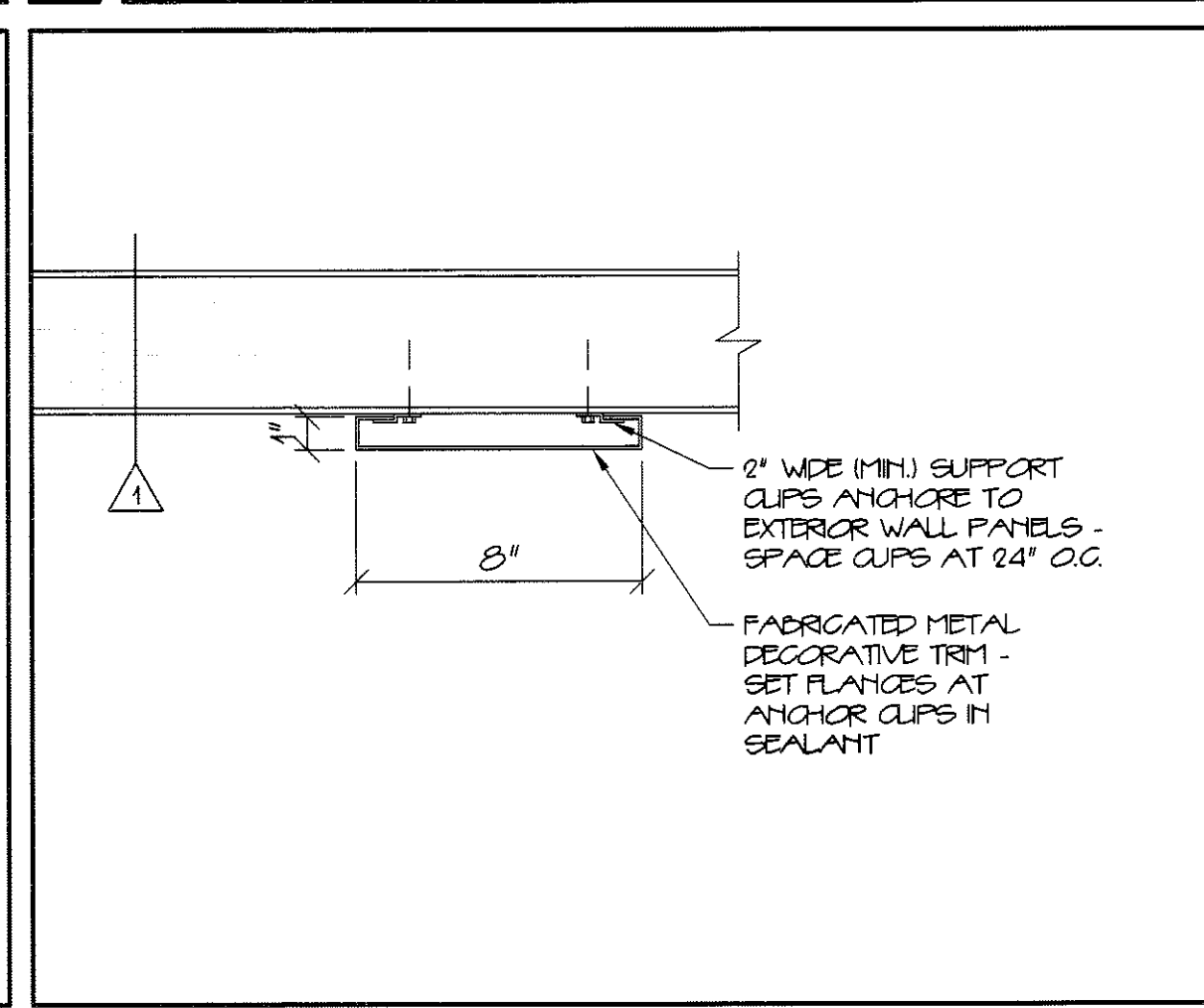
7 DECORATIVE HORIZONTAL BAND 3'-1'-0"



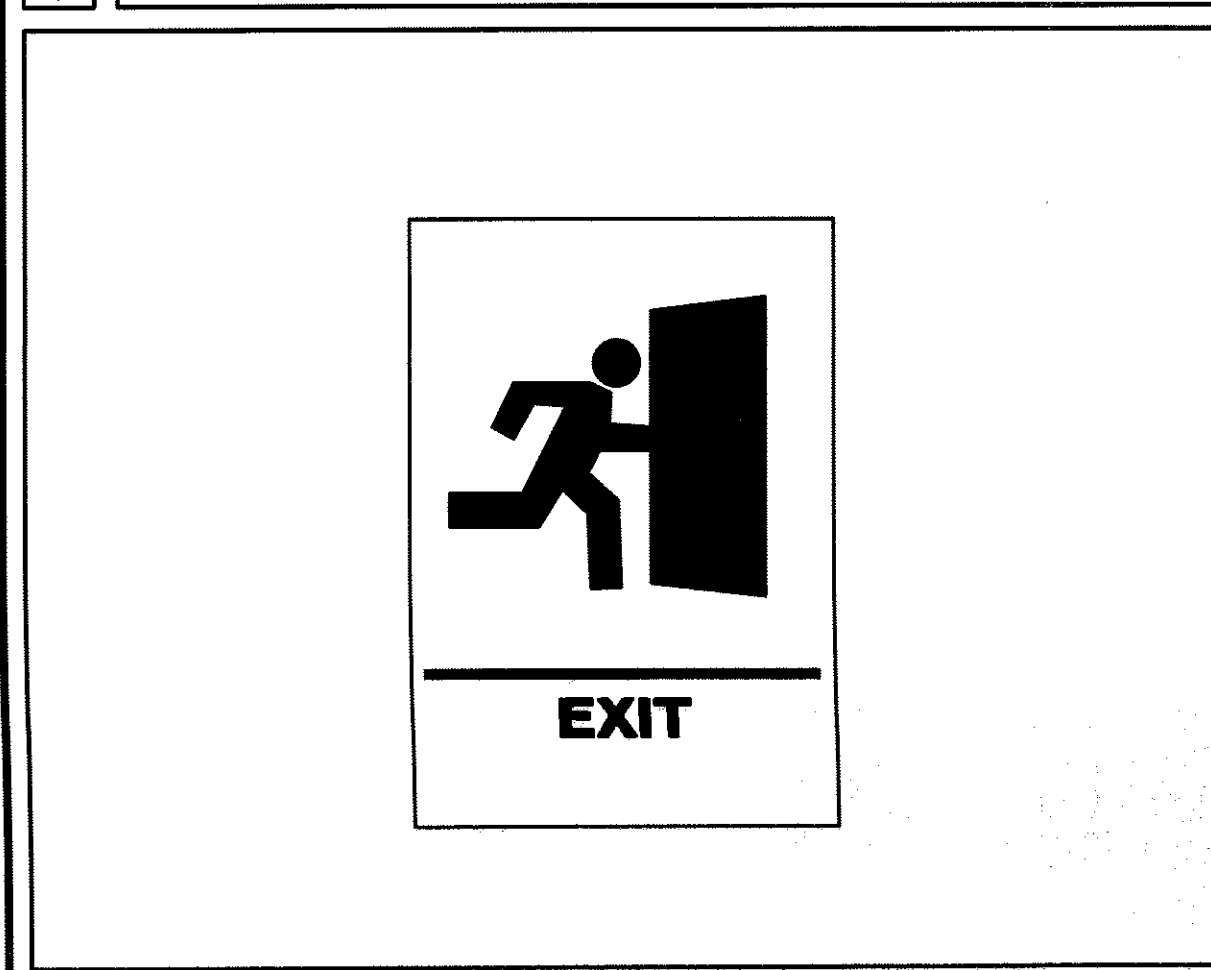
3 ACCESSIBLE ENTRANCE SIGN N.T.S.



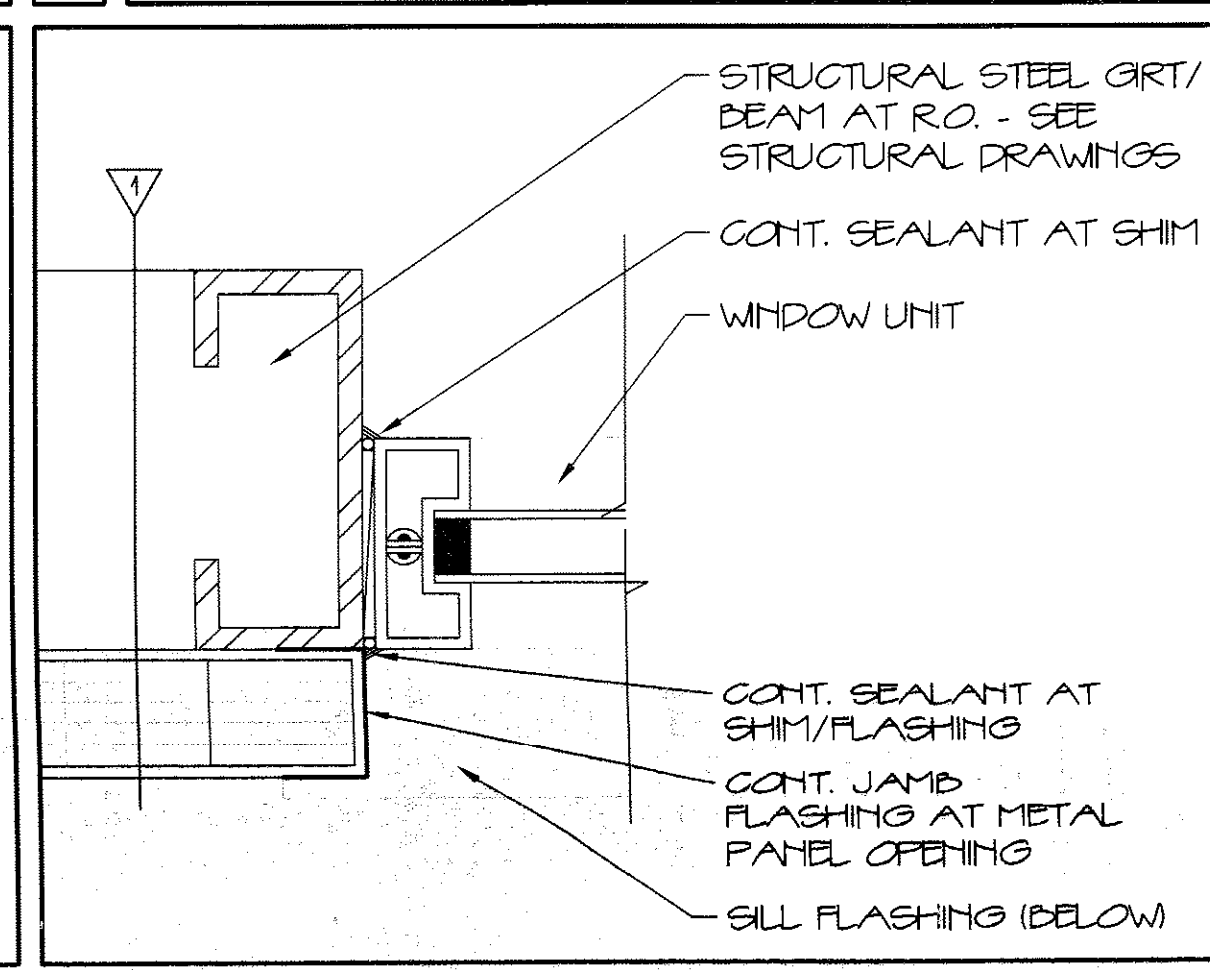
7 EXT. WINDOW HEAD DETAIL 3'-1'-0"



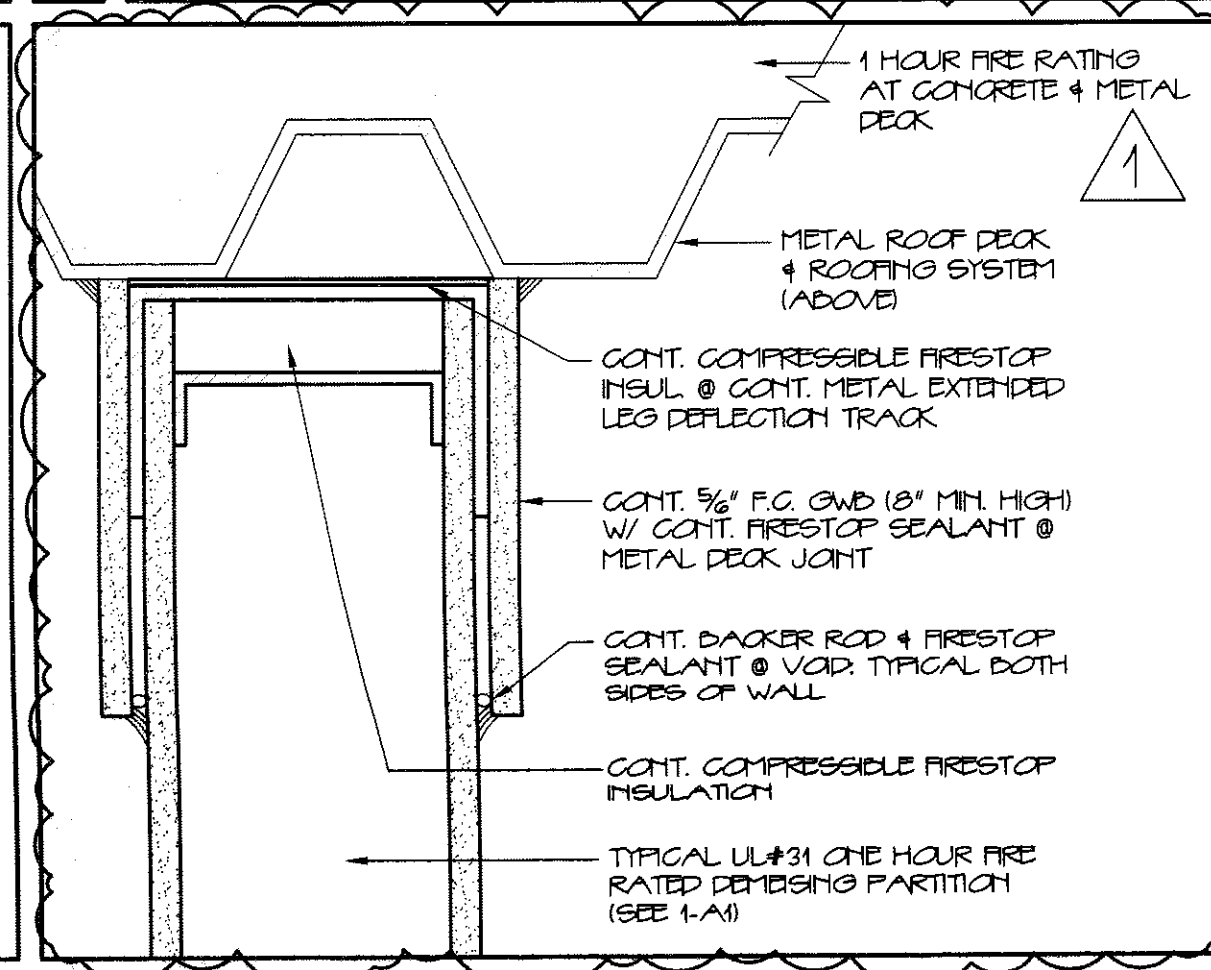
11 DECORATIVE VERTICAL TRIM 3'-1'-0"



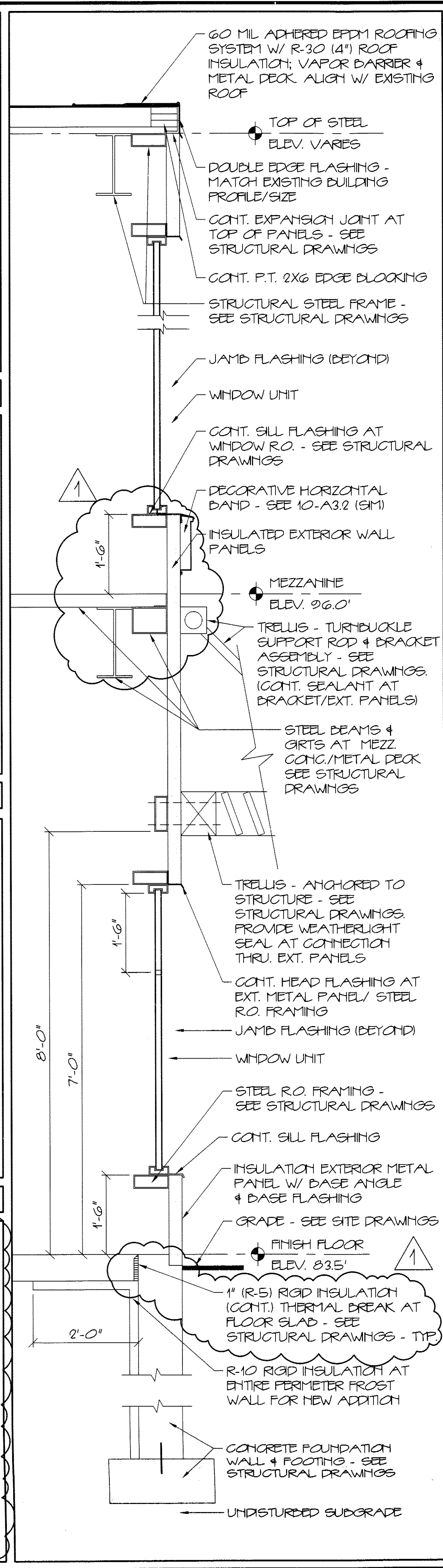
4 EXIT SIGN N.T.S.



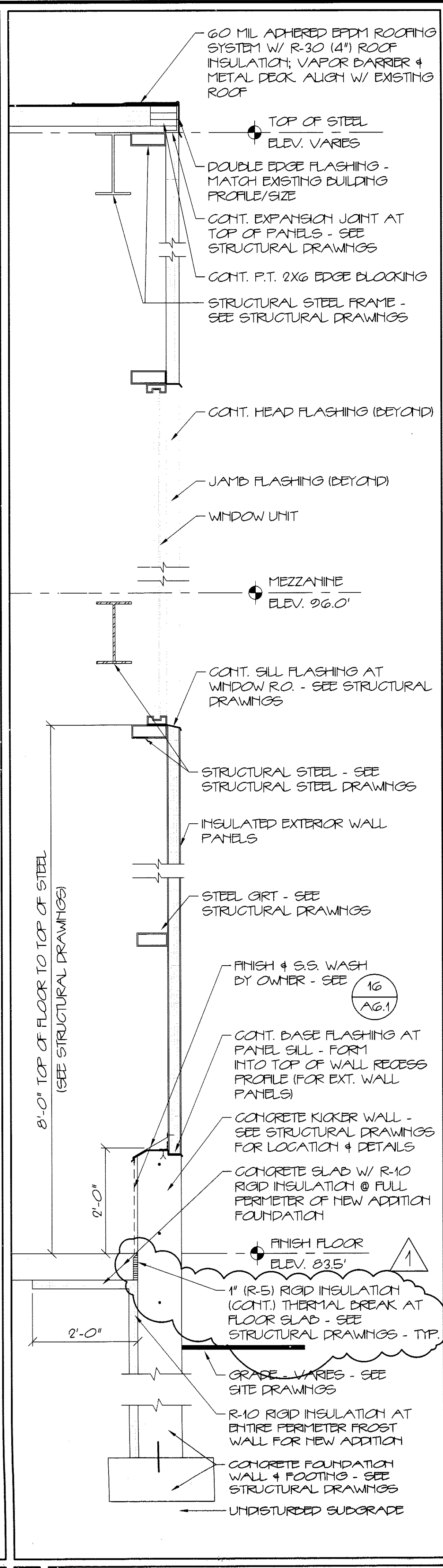
8 EXT. WINDOW JAMB DETAIL 3'-1'-0"



12 TYPICAL 1 HR RATED DEFLECTION TRACK 3'-1'-0"



13 TYPICAL EXTERIOR WALL SECTION - WEST 3'-1'-0"



14 TYPICAL EXTERIOR WALL SECTION - EAST 3'-1'-0"

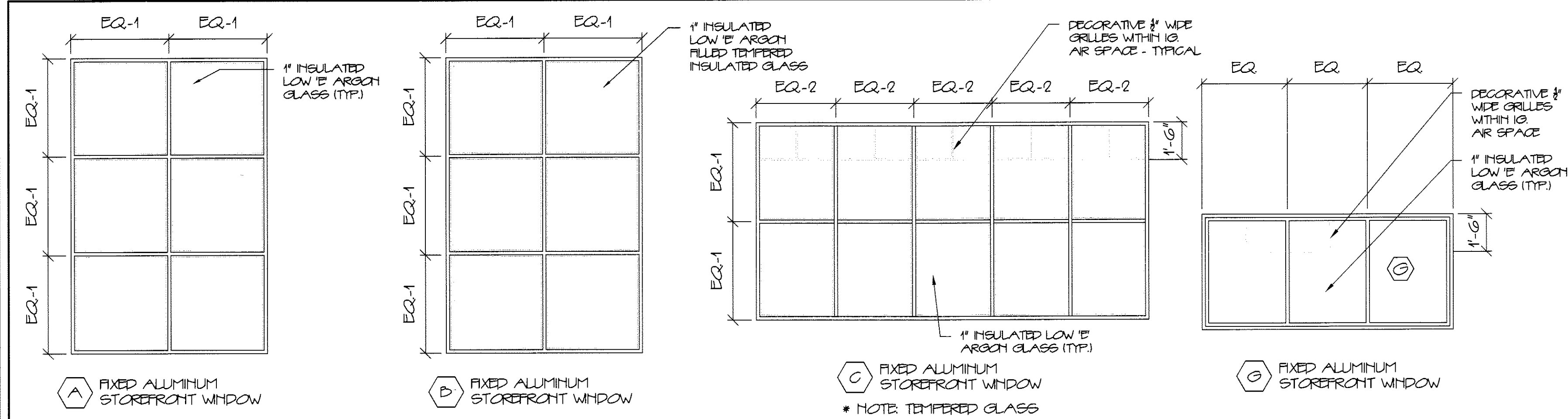
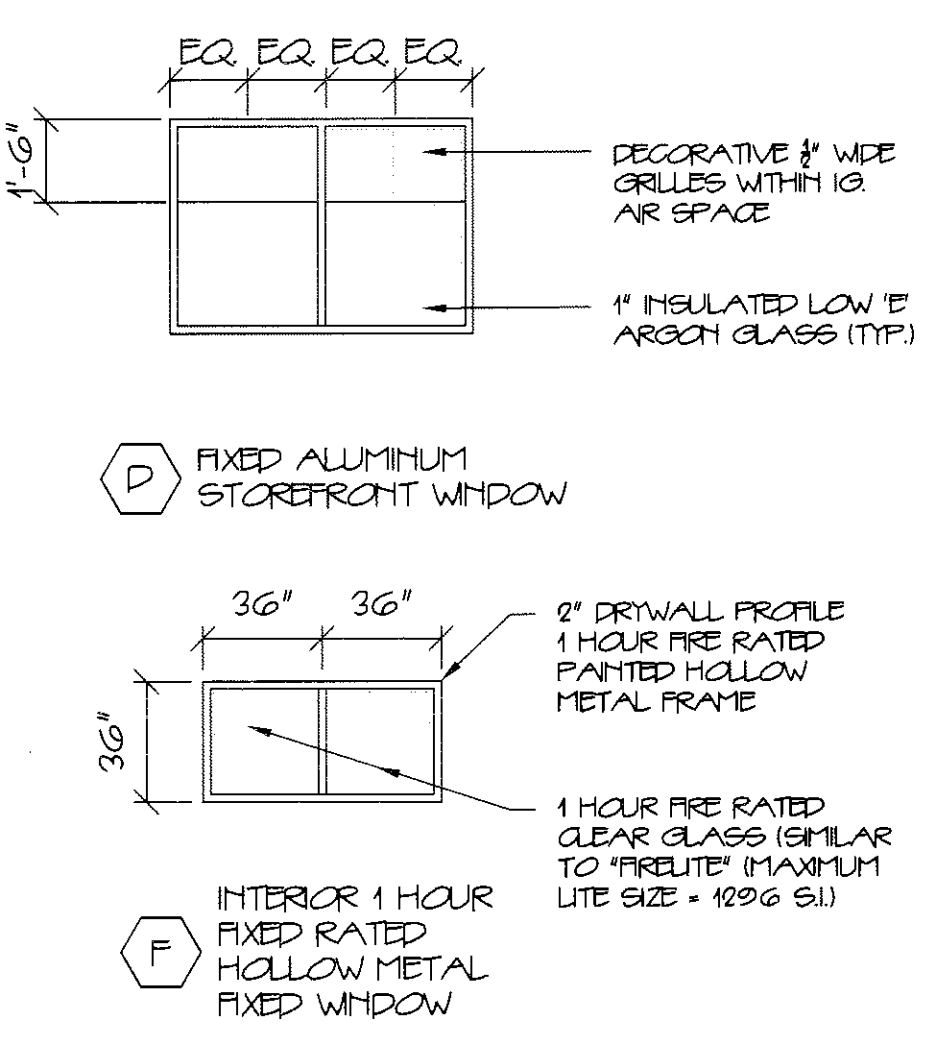
G R A N T H A Y S A S O C I A T E S
 ARCHITECTURE
 INTERIOR DESIGN
 P.O. BOX 6179 FALMOUTH, MAINE 04105
 (207) 871-5900
 (207) 871-9308
 DRAWING TITLE: ADDITION WALL SECTIONS & DETAILS
 SCALE: 1/4" = 1'-0"
 DATE: 10 SEPT. 12
 DRAWN BY: SAM/MPH
 JOB NO.: 120701
 DRAWING NO.: A3.2
 REVISIONS:
 11/1/12 SUPERCEDES PREVIOUS ISSUES
 LICENSED ARCHITECT
 MICHAEL F. HAYS
 No. 1724
 STATE OF MAINE
 NEW ADDITION FOR
 ALLAGASH BREWING CO.
 50 INDUSTRIAL WAY PORTLAND, MAINE
 JOB TITLE

WINDOW SCHEDULE

ABBREVIATIONS

AL	ALUMINUM	TH	TEMPERED THERMAL INSULATED
EX	EXISTING	V	VENT
FM	FIXED MACHING HOLD OPERER	W	WOOD
GL	GLASS	W/	WITH
HM	HOLLOW METAL	W/	WITH
SS	STAINLESS STEEL		

NO.	TYPE	MANUFACTURER		NOMINAL SIZE		DETAILS					REMARKS	
		MATERIAL	MODEL	WIDTH	HEIGHT	HEAD	JAMB	SILL	MUNT	MULL		
A	FIXED	TUBEUTE	14000 V/O SERIES	10'-0"	15'-0"	7-A3.2	8-A3.2	9-A3.2	-	-	-	OR SIMILAR PER ARCHITECT
B	FIXED			10'-0"	15'-0"							OR SIMILAR PER ARCHITECT
C	FIXED			20'-0"	10'-0"							OR SIMILAR PER ARCHITECT
D	FIXED			8'-0"	5'-6"							OR SIMILAR PER ARCHITECT
E	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	E	E	E	E	E	E	EXISTING TO REMAIN
F	FIXED	HOLLOW METAL	DRYWALL FRAME	6'-0"	3'-0"	3-A4.1	3-A4.1	3-A4.1	-	-	-	1 HOUR RATED ASSEMBLY
G	FIXED	TUBEUTE	14000 V/O SERIES	12'-0"	5'-6"	7-A3.2	8-A3.2	9-A3.2	-	-	-	OR SIMILAR PER ARCHITECT



DOOR SCHEDULE

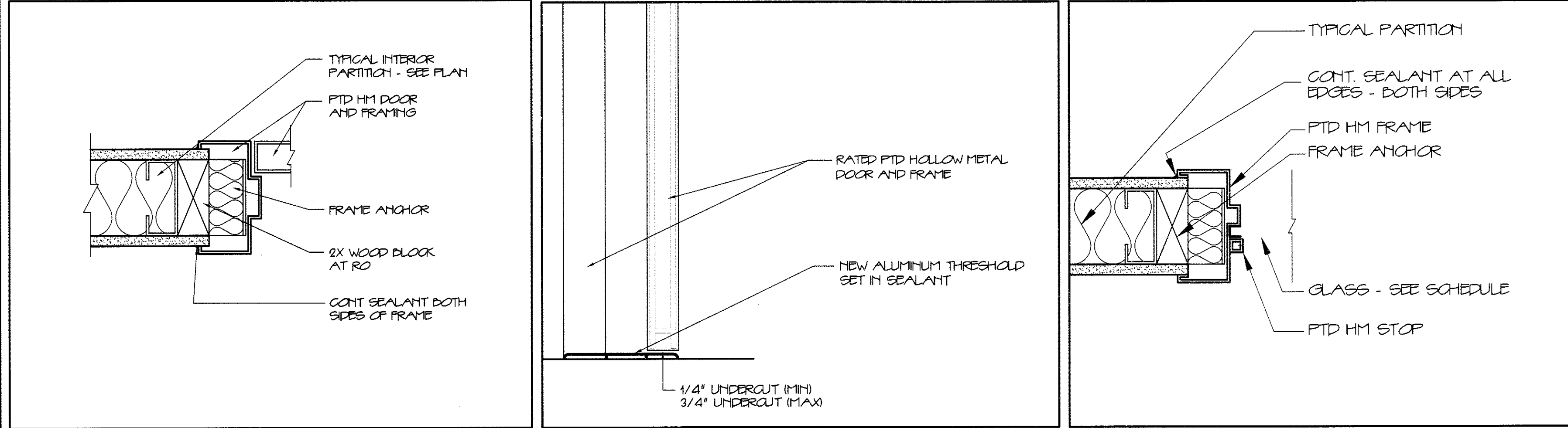
ABBREVIATIONS

AL	ALUMINUM	TH	TEMPERED THERMAL INSULATED
EX	EXISTING	V	VENT
FM	FIXED MACHING HOLD OPERER	W	WOOD
GL	GLASS	W/	WITH
HM	HOLLOW METAL	W/	WITH
SS	STAINLESS STEEL		

NO.	TYPE	SIZE (W X H)	THK	INSUL	HW	FR	GLASS		REMARKS	FRAMES			THRESHOLDS				
							TYPE	SIZE		TYPE	FR	PROFILE	DETAILS	MATERIAL	DETAILS		
101	A	6070 FR	1 3/4"	YES	HW-1	NO	T/TH	FULL		A	NO	T-BREAK	4-A4.1	5-A5.1	ALUM	6-A4.1	-
102	A	6070 FR	1 3/4"	YES	HW-1	NO	T/TH	FULL		A	NO	T-BREAK	4-A4.1	5-A5.1	ALUM	6-A4.1	-
103	A	3070	1 3/4"	YES	HW-2	NO	N/A	FULL		B	NO	T-BREAK	4-A4.1	5-A5.1	ALUM	6-A4.1	-
104	D	3070	1 3/4"	NO	HW-3	1 HR	N/A	24X30		C	1 HR	DW	1-A4.1	1-A4.1	ALUM	2-A4.1	-
105	C	3070	1 3/4"	NO	HW-4	NO	NONE	NONE	NOT USED	-	NO	DW	1-A4.1	1-A4.1	NONE	-	CONC
106	C	3070	1 3/4"	NO	HW-5	NO	NONE	NONE		C	NO	DW	1-A4.1	1-A4.1	NONE	-	CONC
107	C	3070	1 3/4"	NO	HW-5	NO	NONE	NONE		C	NO	DW	1-A4.1	1-A4.1	NONE	-	CONC
108	C	3070	1 3/4"	NO	EXIST	1 HR	NONE	NONE	REUSE & REMOVE DOOR	C	1 HR	DW	1-A4.1	1-A4.1	NONE	-	CONC
201	C	3070	1 3/4"	NO	HW-6	1 HR	NONE	NONE		C	1 HR	DW	1-A4.1	1-A4.1	ALUM	2-A4.1	-

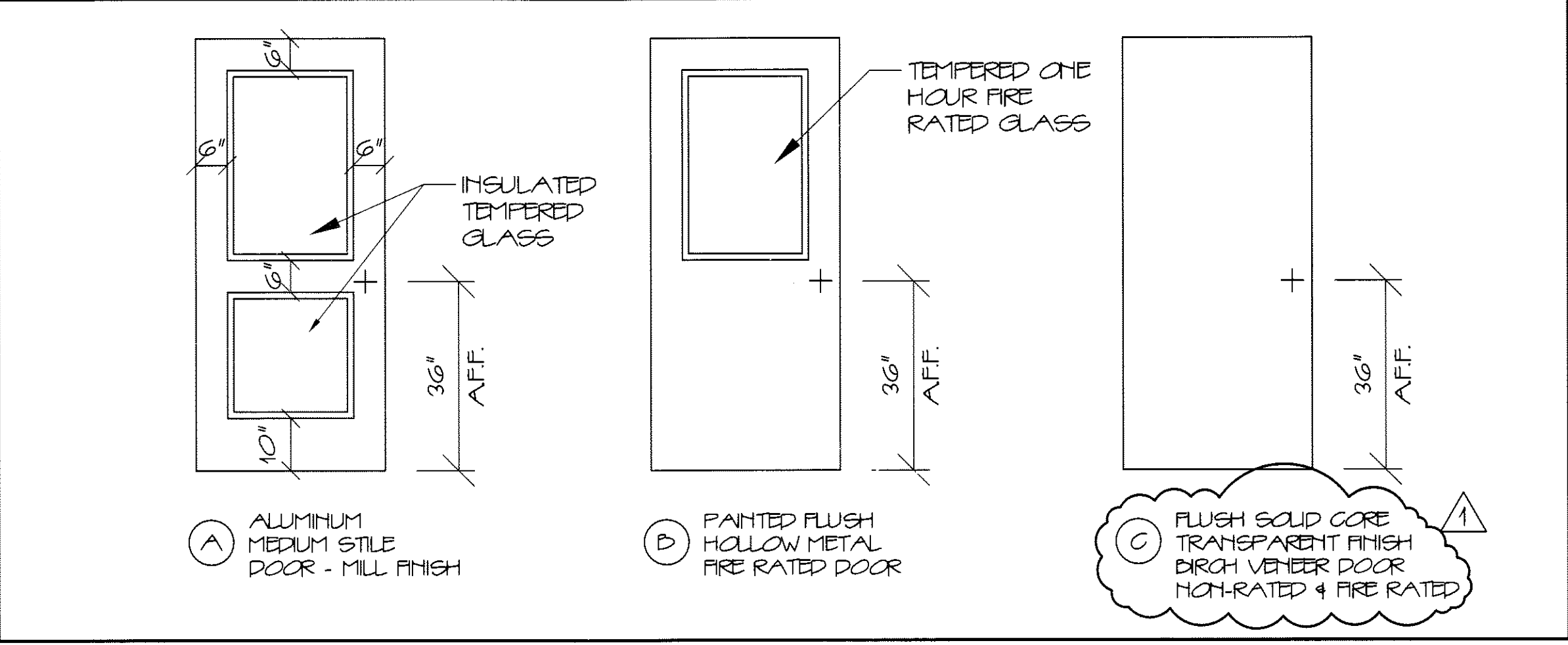
- HW-1 EXTERIOR PAIR DOORS**
 - 6 BUTTS
 - 2 CLOSERS
 - 2 EXIT DEVICES WITH EXTERIOR PULLS & CONCEALED RODS
 - 1 THRESHOLD
 - 2 DOOR BOTTOMS
 - 1 WEATHERSTRIPPING JAMB/HEAD SET
- HW-2 EXTERIOR SINGLE DOOR**
 - 3 BUTTS
 - 1 CLOSER
 - 1 EXIT DEVICES WITH EXTERIOR PULL
 - 1 THRESHOLD
 - 1 DOOR BOTTOM
 - 1 WEATHERSTRIPPING JAMB/HEAD SET
- HW-3 INTERIOR SINGLE RATED DOOR**
 - 3 BUTTS
 - 1 CLOSERS
 - 1 EXIT DEVICES WITH PULL
 - 1 THRESHOLD
 - 1 DOOR BOTTOM
 - 1 WEATHERSTRIPPING JAMB/HEAD SET
- HW-4 INTERIOR SINGLE DOOR**
 - 3 BUTTS
 - 1 LEVER LOCKSET - STORE ROOM FUNCTION
 - 2 FRAME SILENCERS
- HW-5 INTERIOR SINGLE DOOR**
 - 3 BUTTS
 - 1 CLOSER
 - 1 PUSH PLATE WITH PULL
 - 2 FRAME SILENCERS
- HW-6 INTERIOR SINGLE RATED DOOR**
 - 3 BUTTS
 - 1 CLOSER
 - 1 LEVER LATCHSET - OFFICE FUNCTION
 - 2 FRAME SILENCERS

WINDOW TYPES NO SCALE

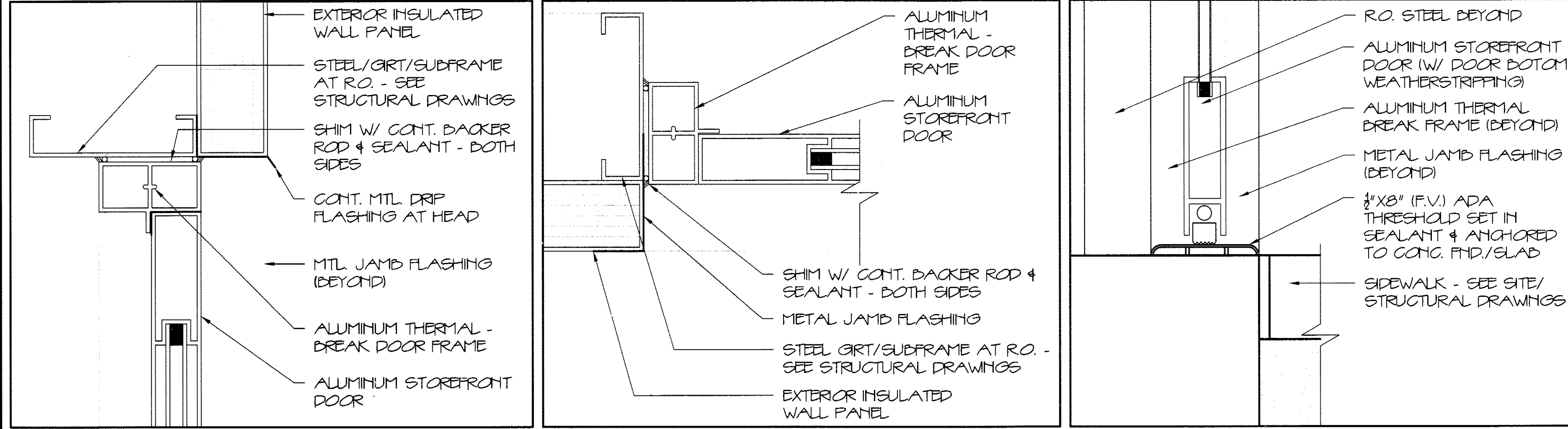


1 TYPICAL H.M. DOOR JAMB (HEAD SIM) 3'-1'-0" 2 INTERIOR SILL DETAIL 3'-1'-0" 3 INTERIOR H.M. WINDOW 3'-1'-0"

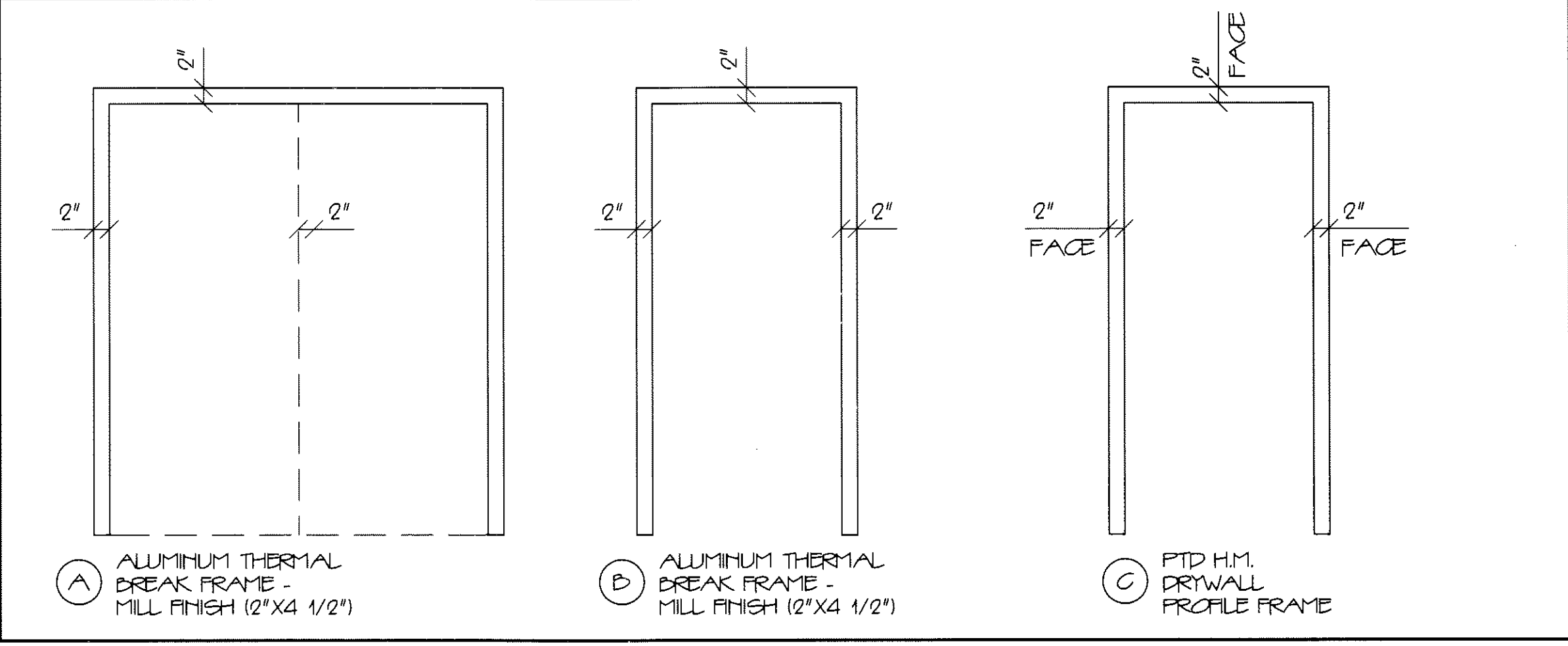
HARDWARE SETS NO SCALE



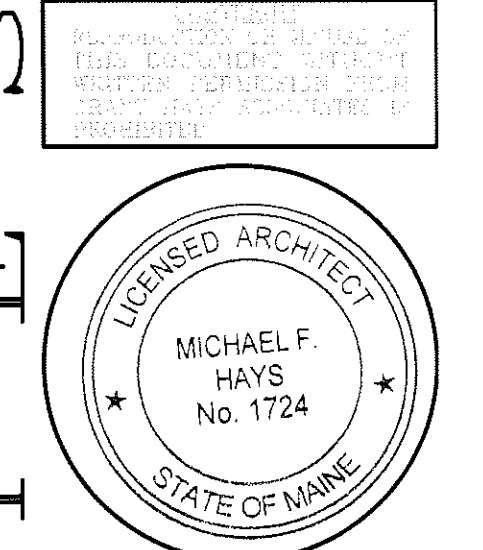
DOOR TYPES NO SCALE



4 TYPICAL EXT. DOOR HEAD DETAIL 3' = 1'-0" 5 TYPICAL EXT. DOOR JAMB DETAIL 3' = 1'-0" 6 TYPICAL EXT DOOR SILL DETAIL 3' = 1'-0"



FRAME TYPES NO SCALE

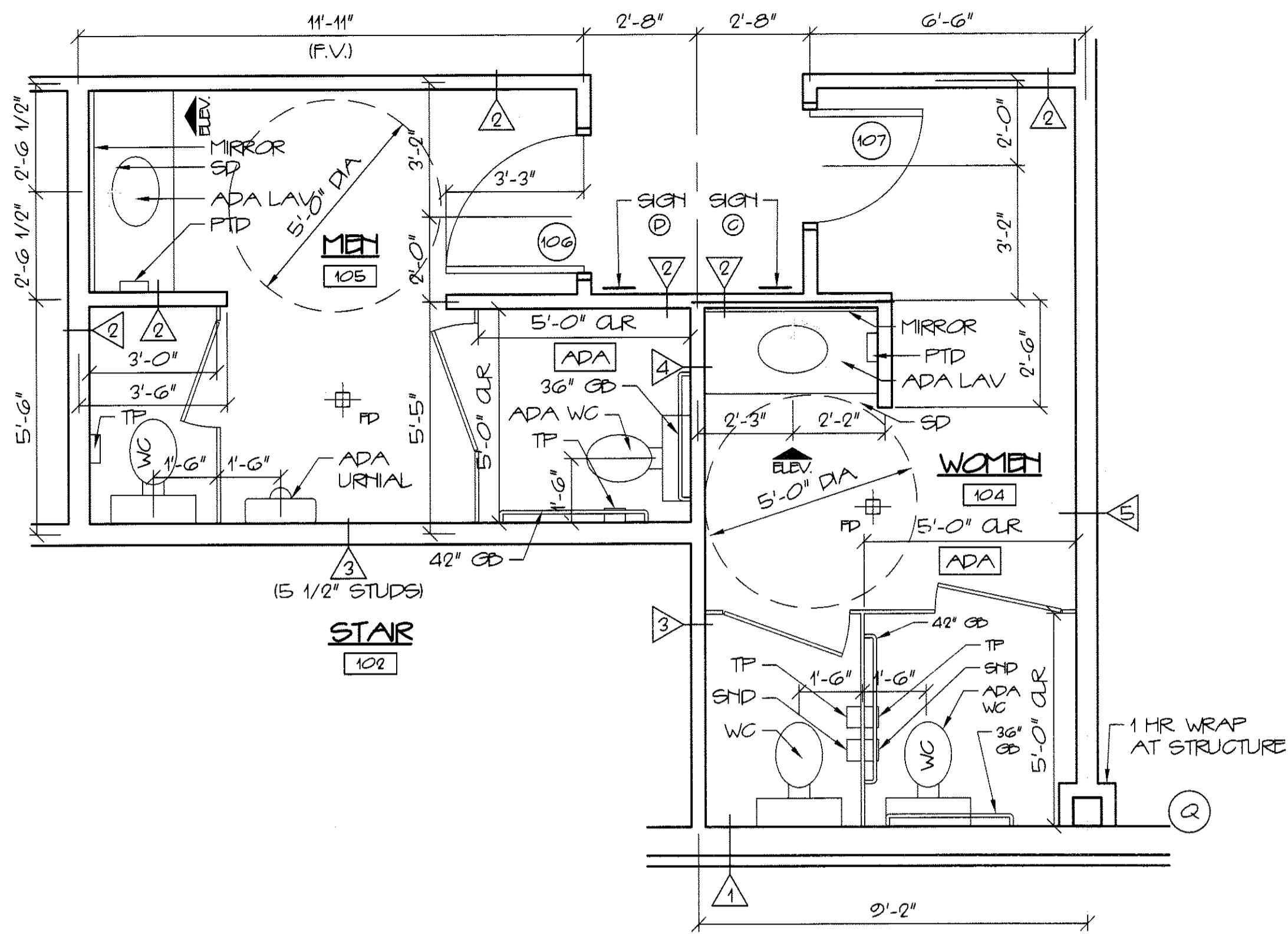


REVISIONS
1 11/1/12 SUPERCEDES PREVIOUS ISSUES

NEW ADDITION FOR
ALLAGASH BREWING CO.
50 INDUSTRIAL WAY PORTLAND, MAINE

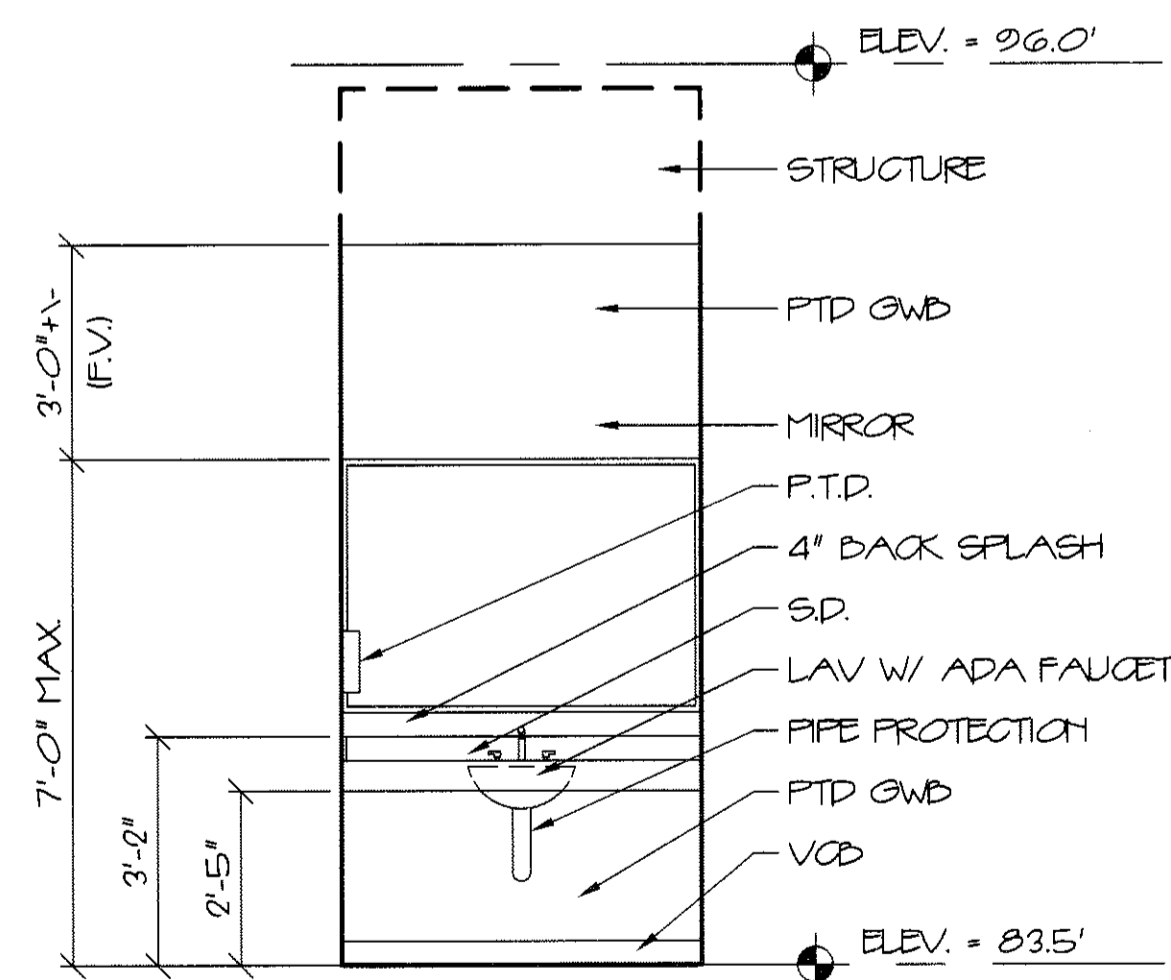
ARCHITECTURE
INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH, MAINE 04105
(207) 871-5900 (207) 871-9306

DOORS & WINDOWS
DRAWING TITLE
SCALE AS NOTED
DATE 10 SEPT. 12
DRAWN BY SAM/MEH
JOB NO. 120701
DRAWING NO.
A4.1

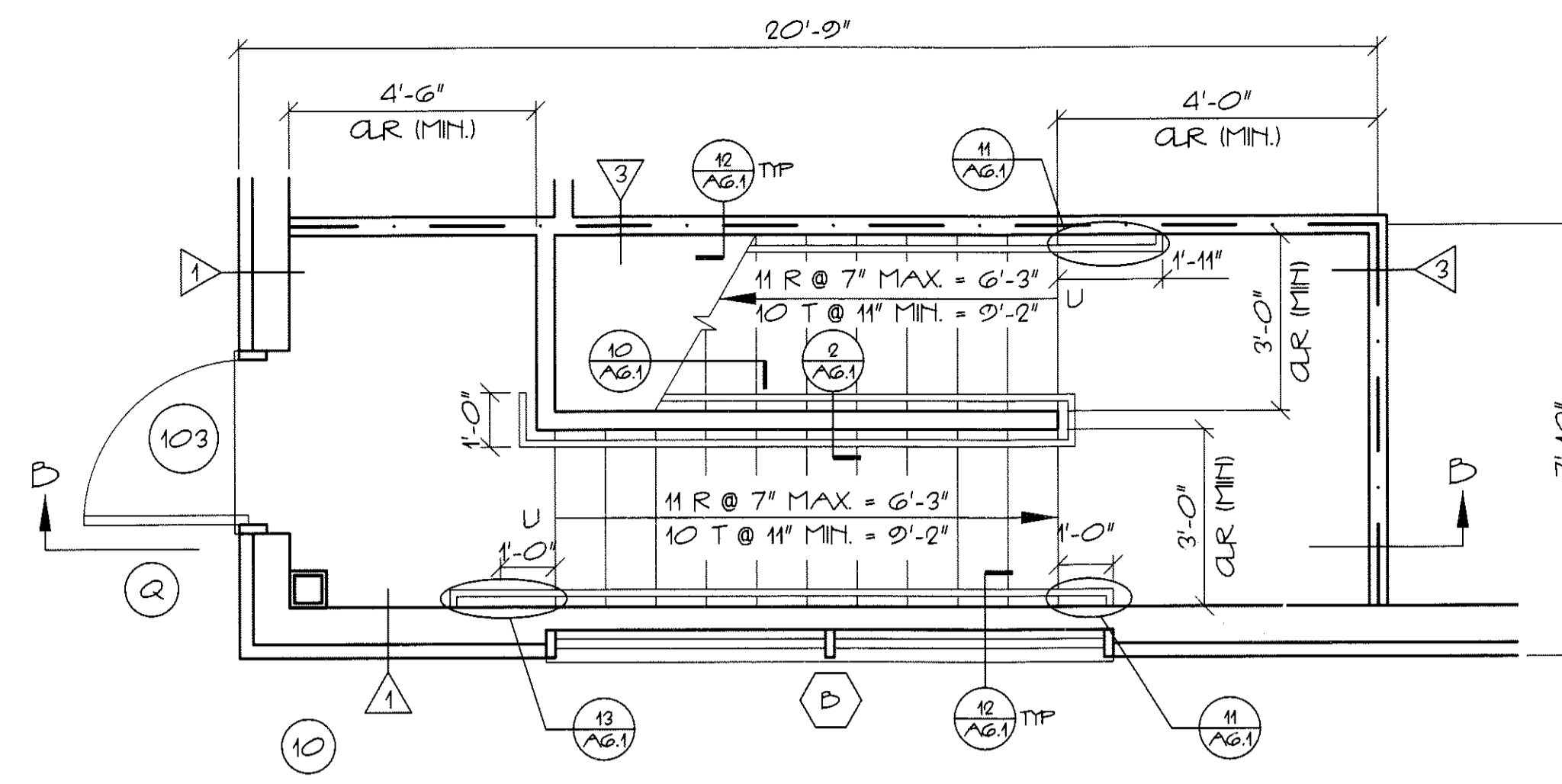


FLOOR PLAN AT MEN/WOMEN
3/8" = 1'-0"

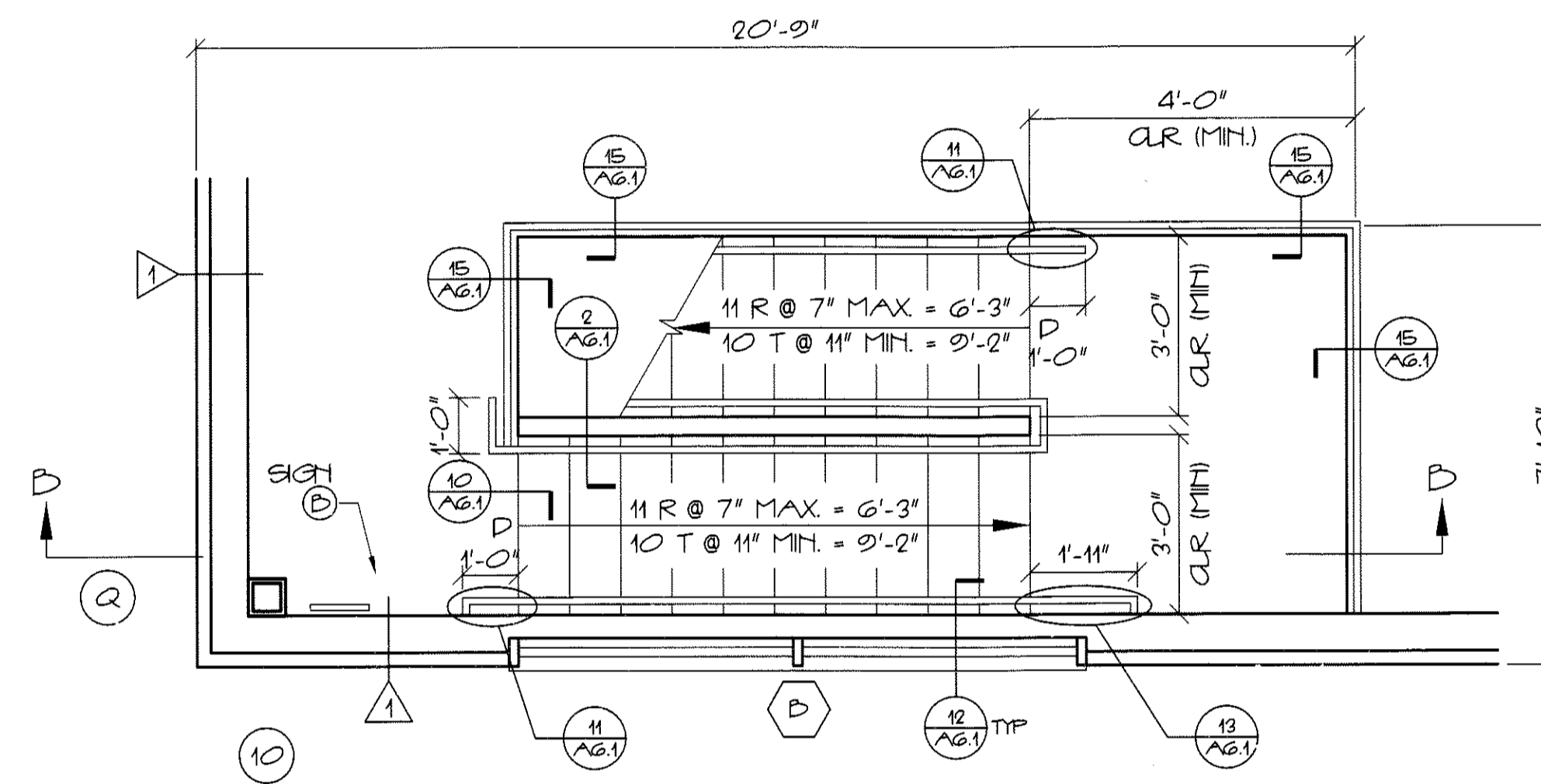
NOTE: SEE SHEET A7.1 FOR ACCESSIBILITY MOUNTING HEIGHTS & CLEARANCE CRITERIA.



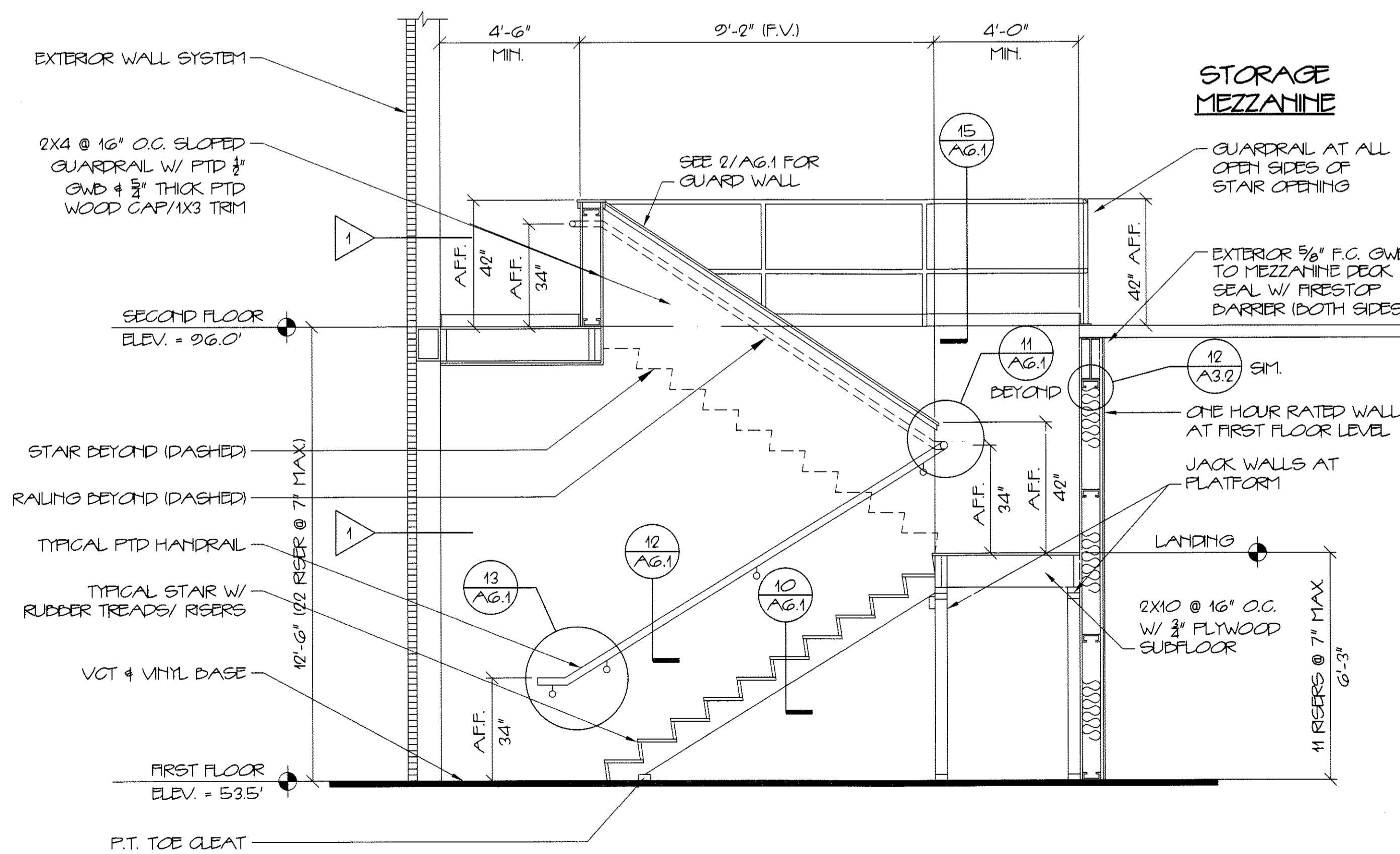
ADA LAVATORY ELEVATION
3/8" = 1'-0"



FIRST FLOOR PLAN - STAIR 102
11 HOUR RATED
3/8" = 1'-0"



SECOND FLOOR PLAN - STAIR 202
3/8" = 1'-0"



STAIR SECTION B-B
3/8" = 1'-0"

G R A N T H A Y S A S S O C I A T E S

ARCHITECTURE
INTERIOR DESIGN
P.O. BOX 6179 PALMOUTH, MAINE 04105
(207) 871-5900
(207) 871-9308

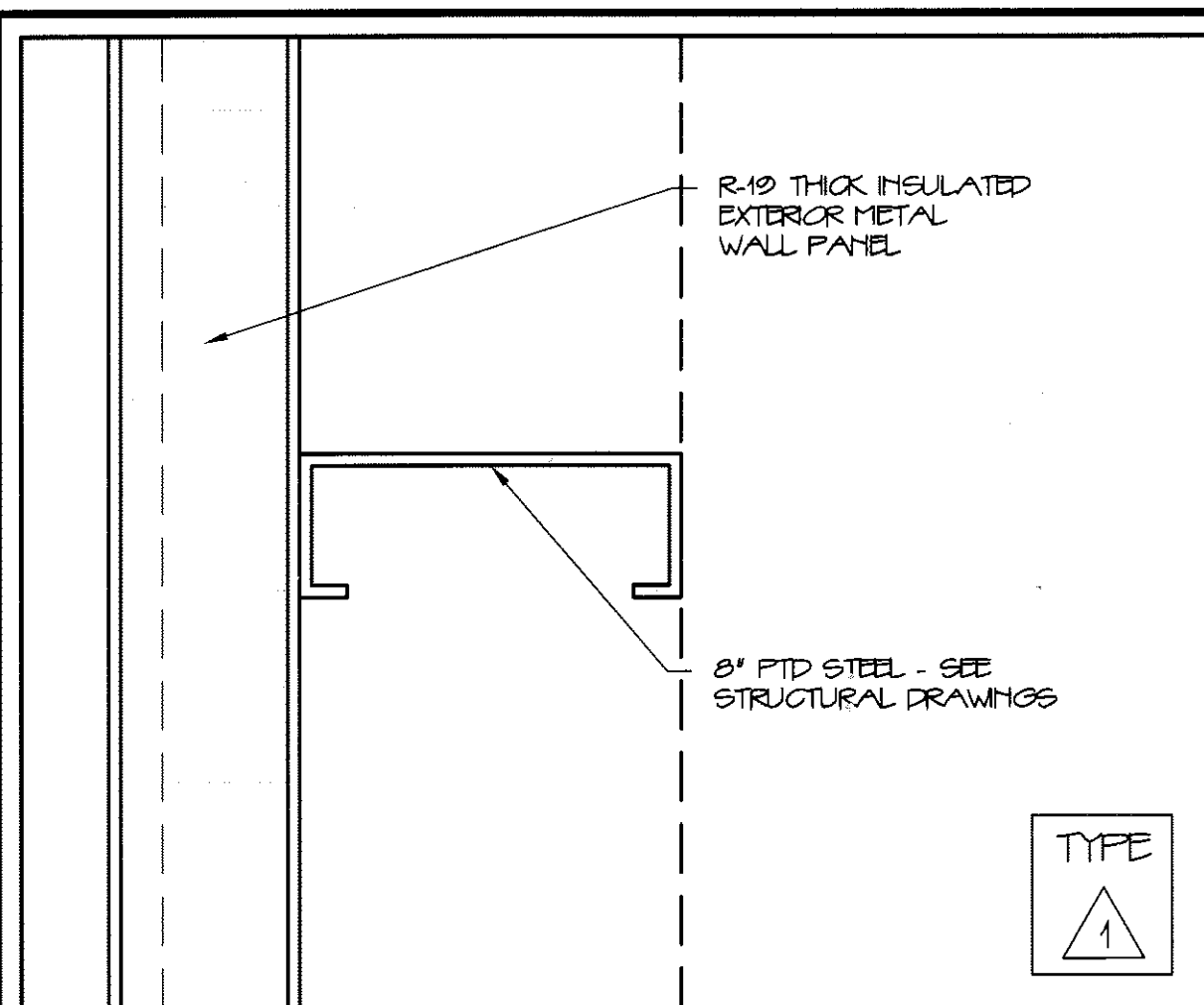
NEW ADDITION FOR
ALLAGASH BREWING CO.
50 INDUSTRIAL WAY PORTLAND, MAINE

JOB TITLE

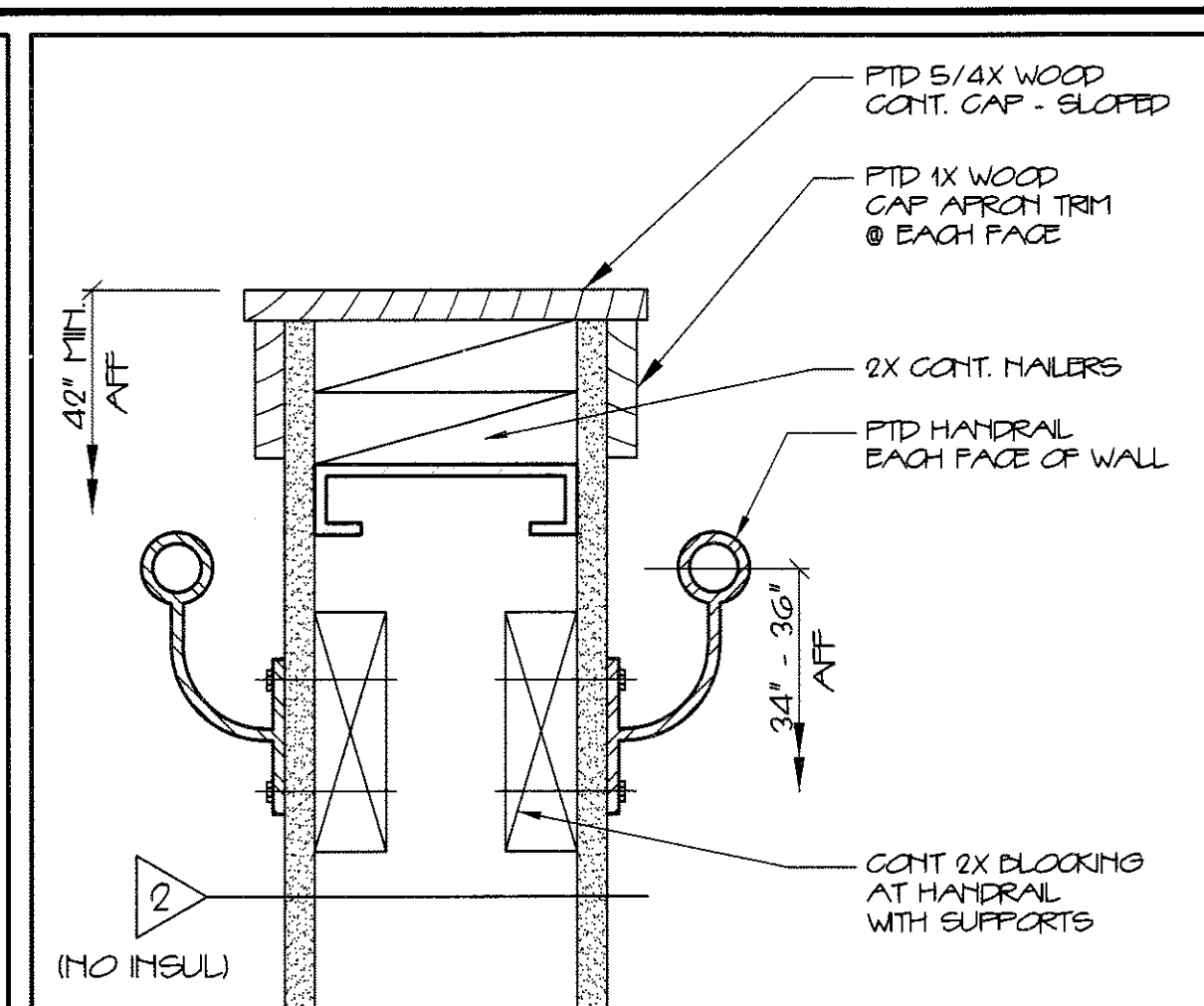
DRAWING TITLE
WET CORE & STAIRS

SCALE AS NOTED
DATE 10 SEPT. 12
DRAWN BY SAM/MPH
JOB NO. 120701
DRAWING NO.

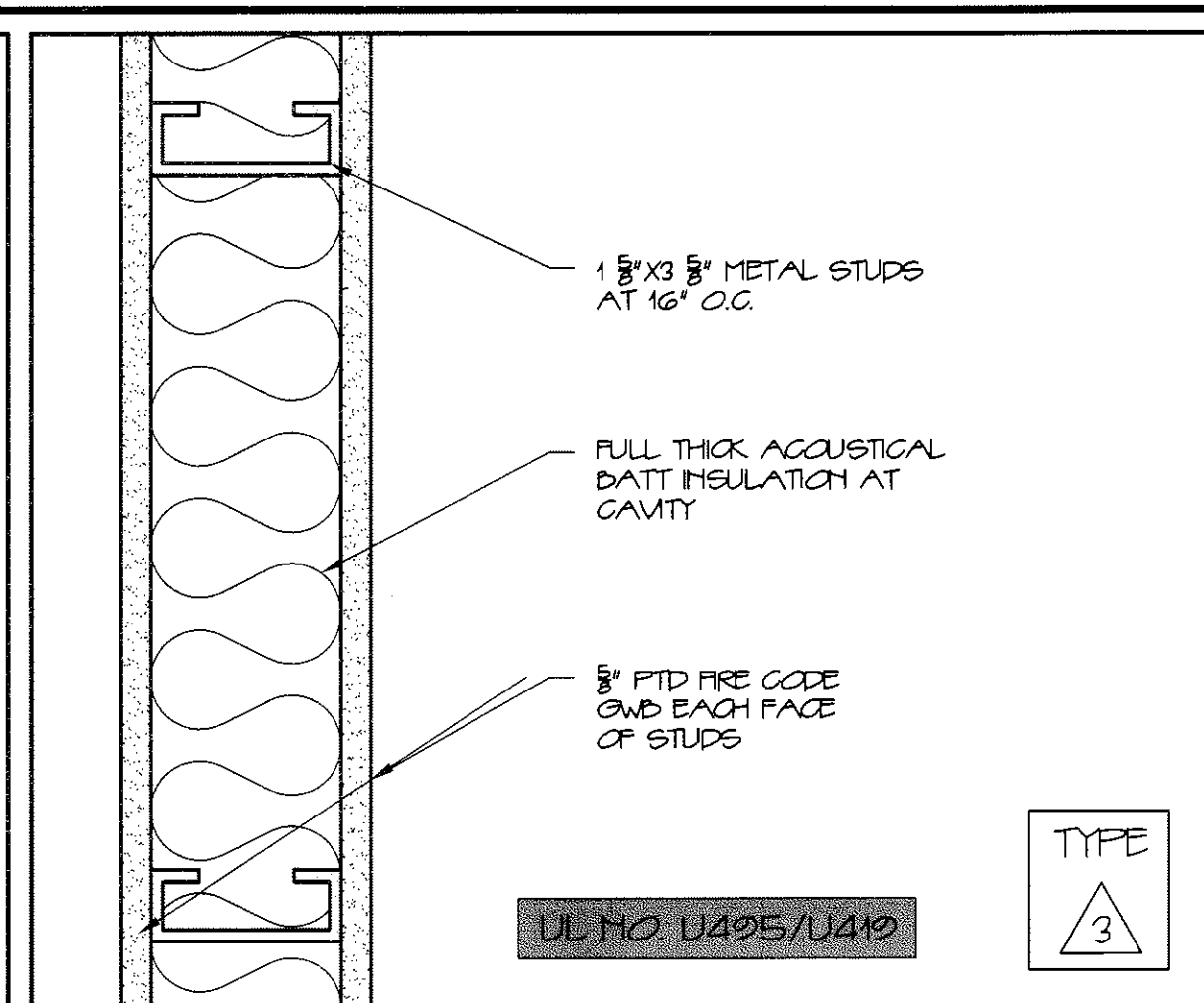
A5.1



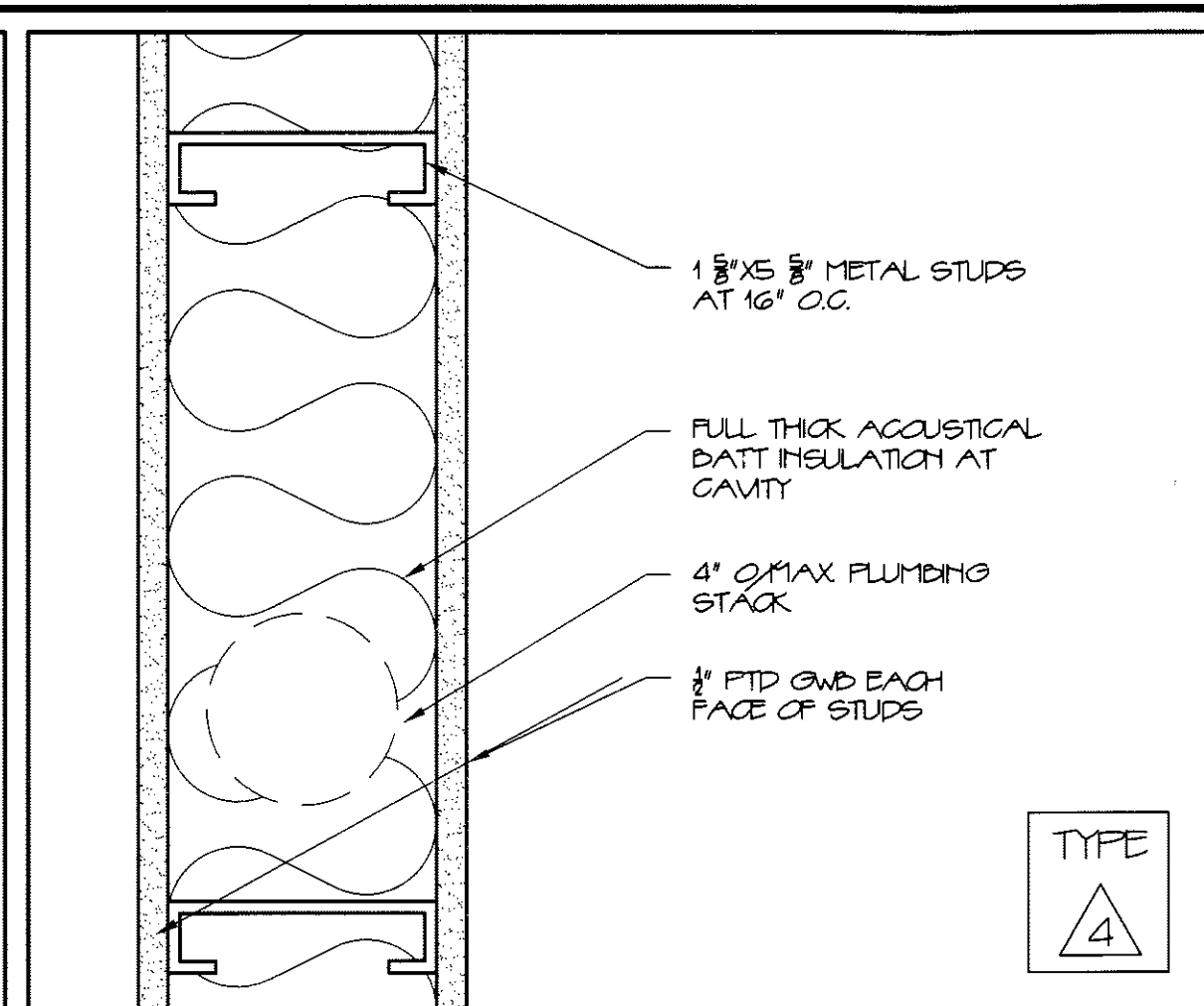
1 EXTERIOR PANEL WALL 3'-1'-0"



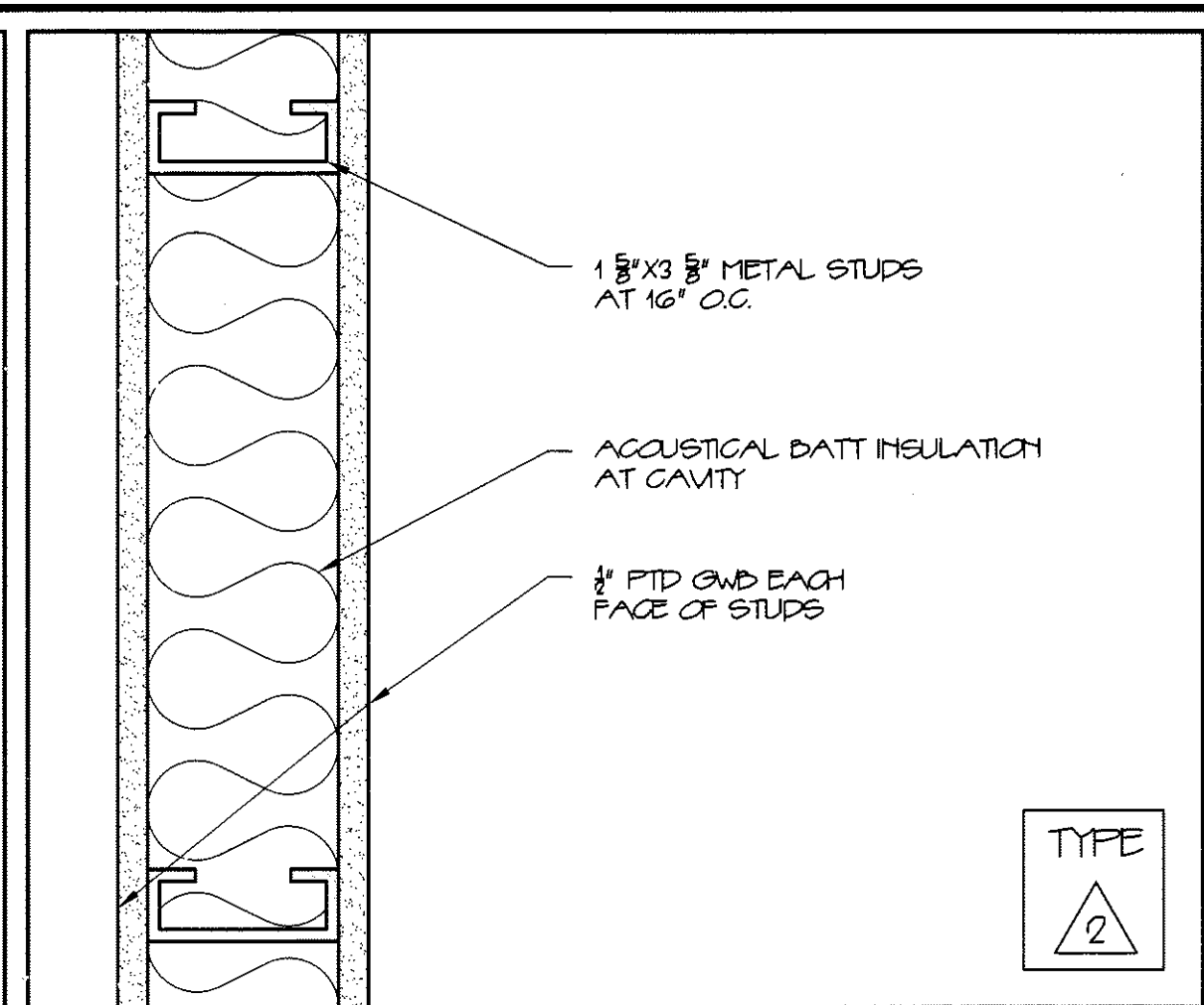
2 STAIR GUARDRAIL 3'-1'-0"



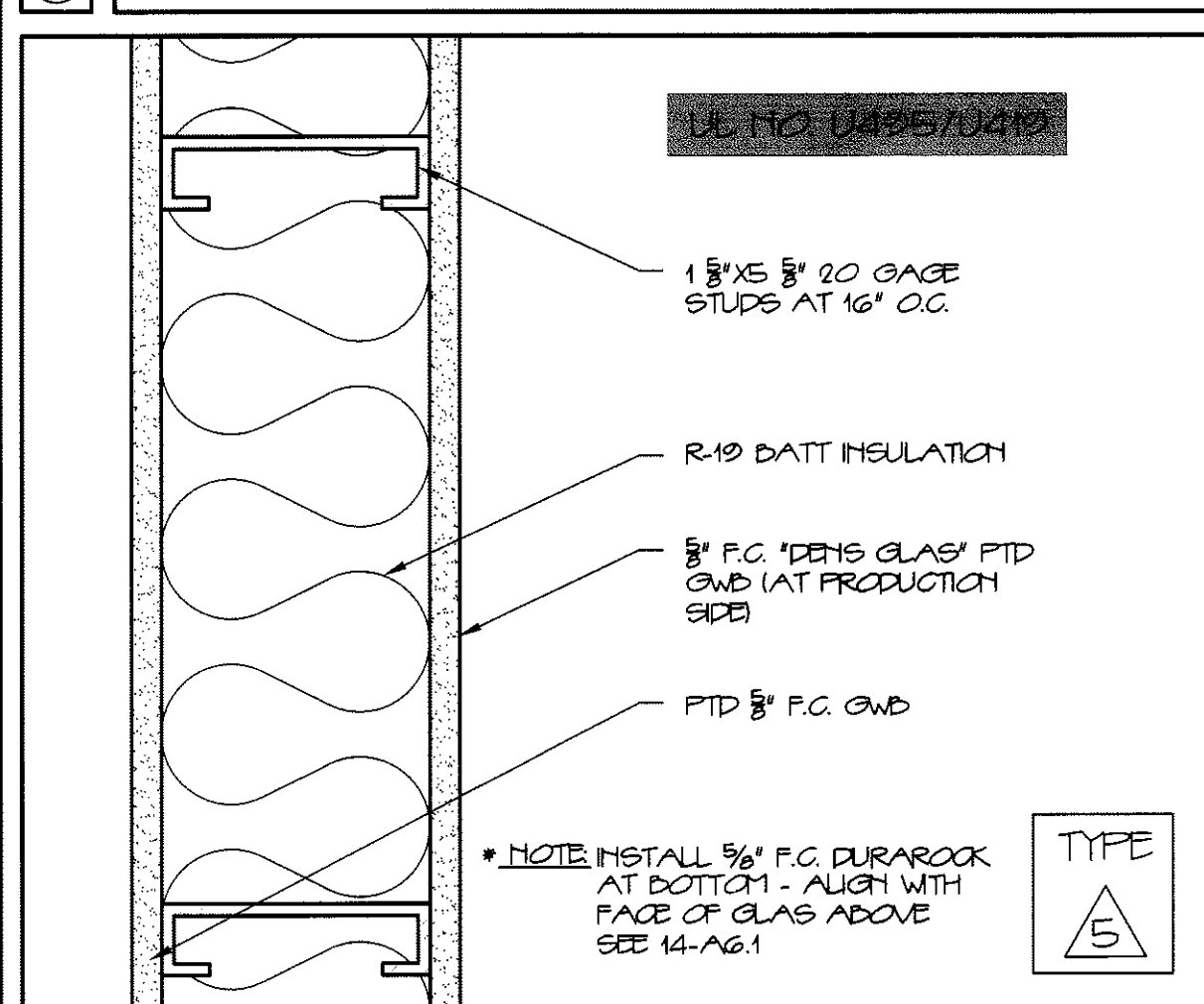
3 INTERIOR ONE HR RATED STUD PARTITION 3'-1'-0"



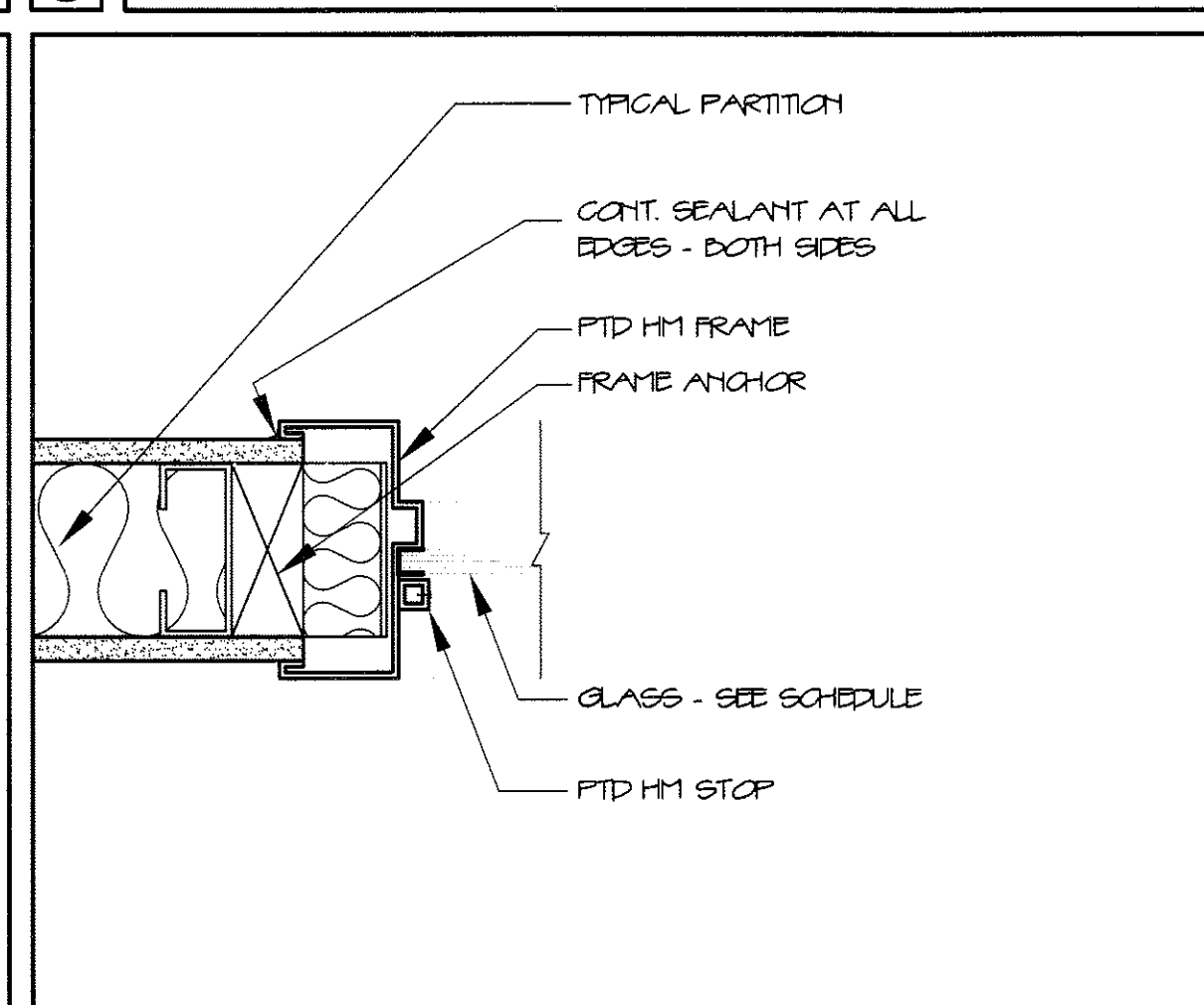
4 INTERIOR STUD PLUMBING PARTITION 3'-1'-0"



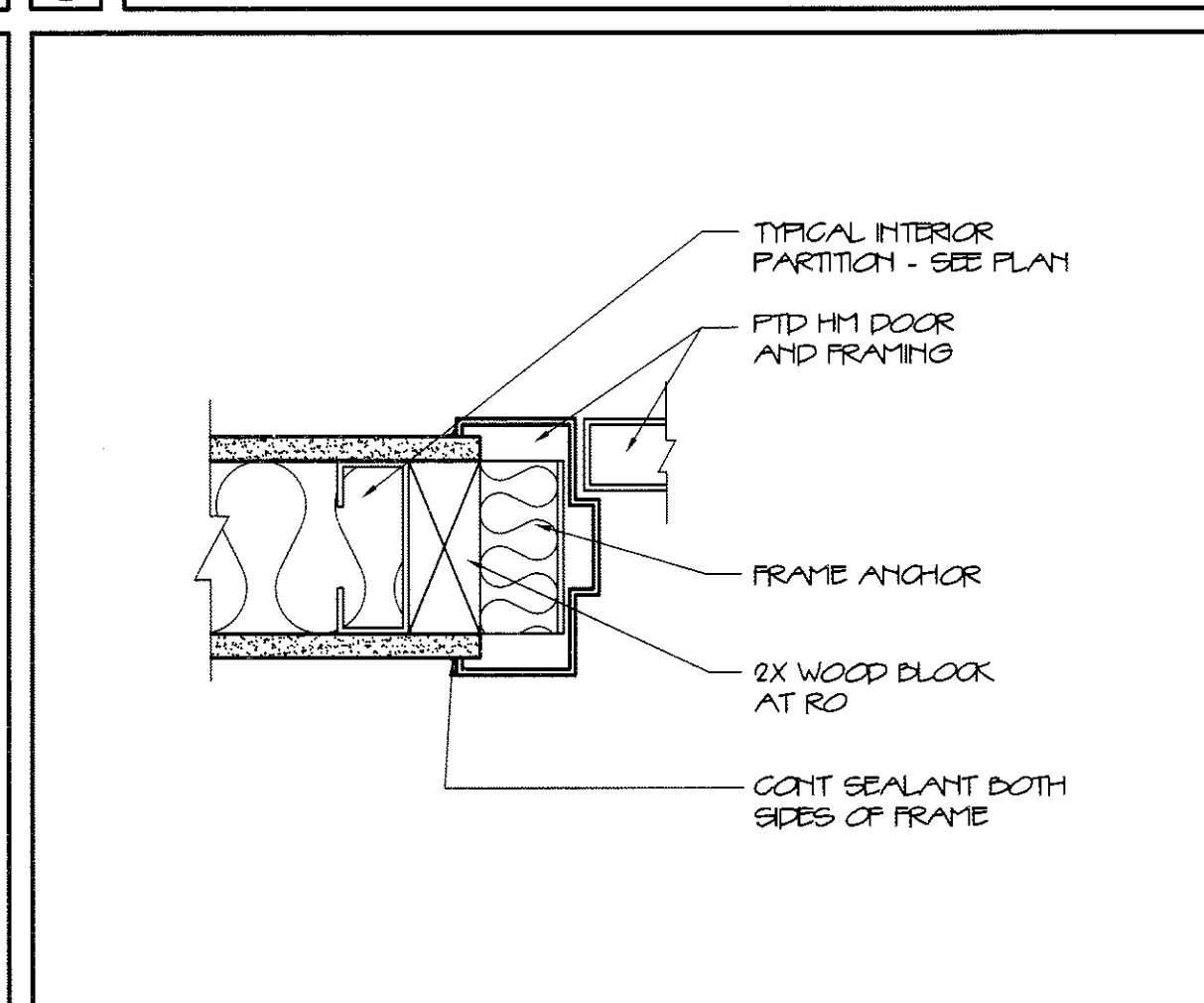
5 INTERIOR STUD PARTITION 3'-1'-0"



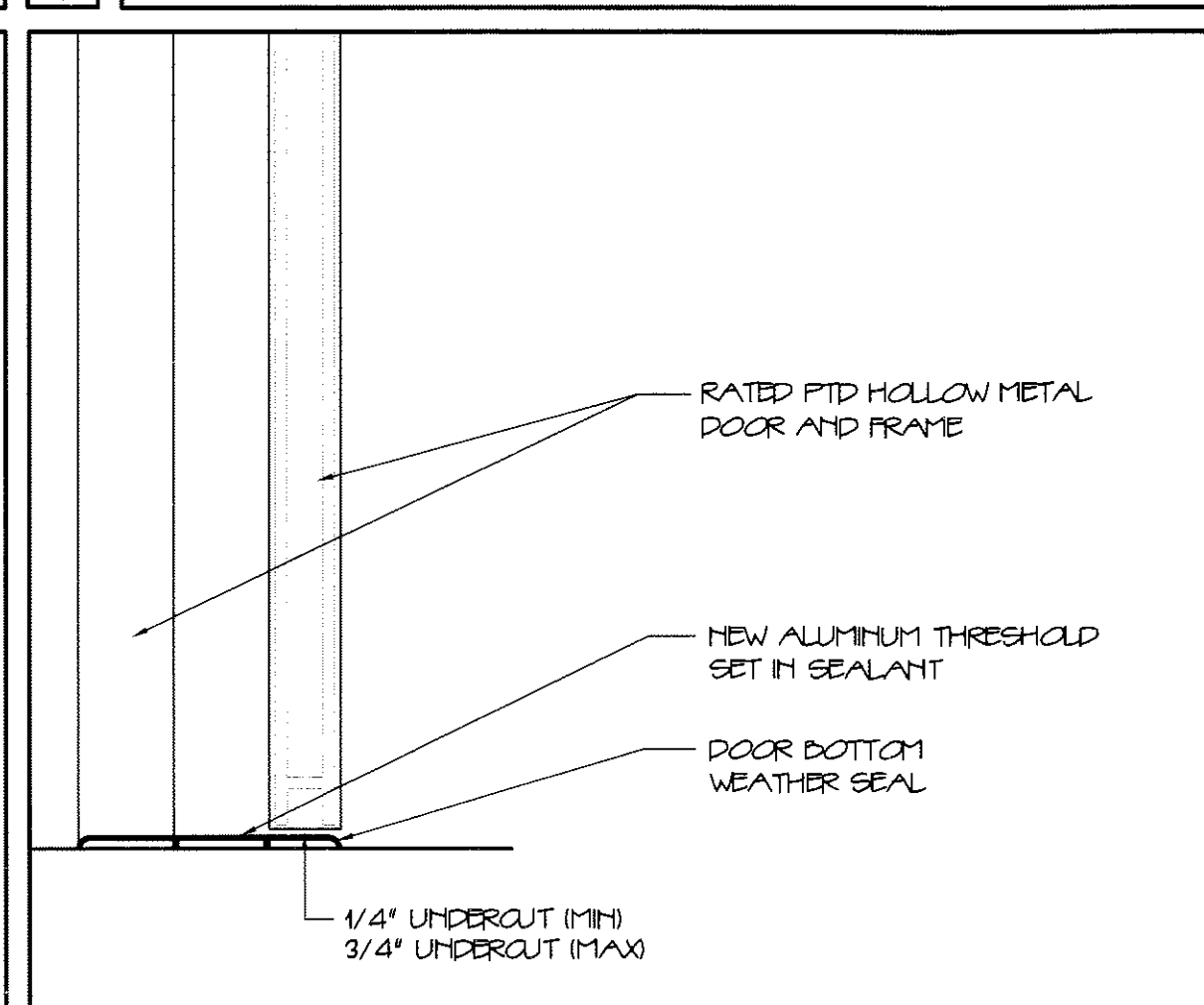
6 ONE HOUR RATED PARTITION 3'-1'-0"



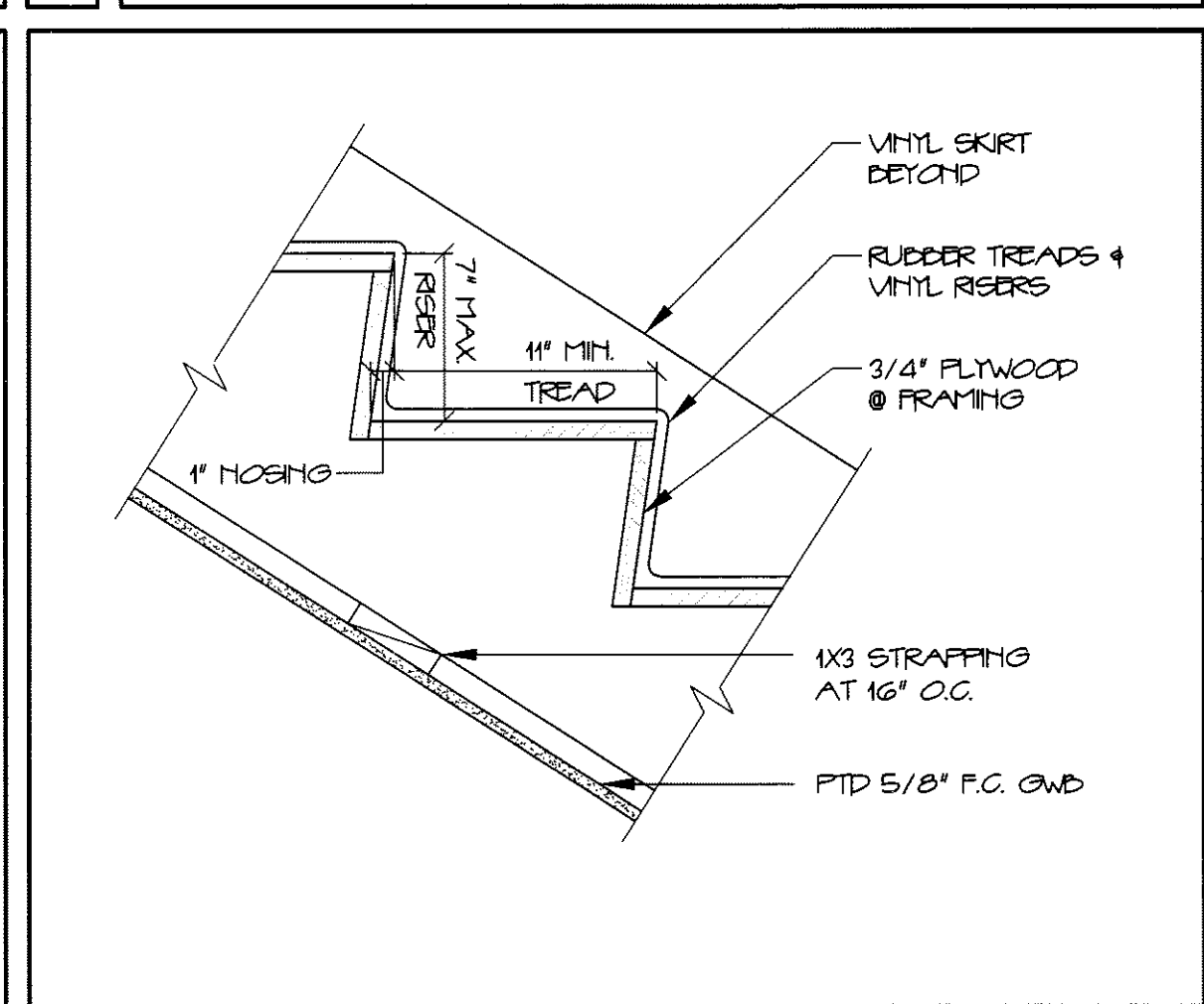
7 INTERIOR H.M. WINDOW 3'-1'-0"



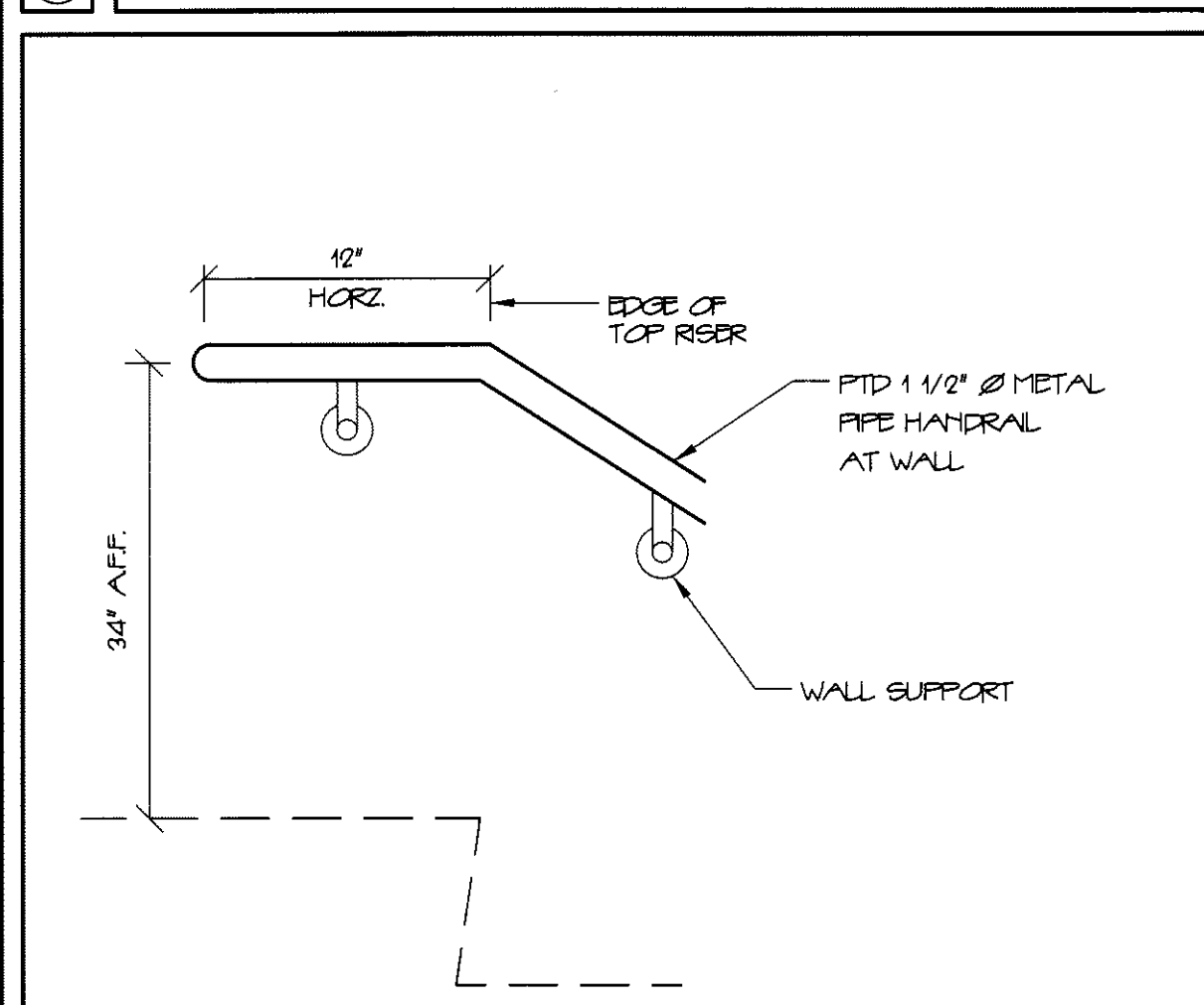
8 TYPICAL H.M. DOOR JAMB (HEAD S.M.) 3'-1'-0"



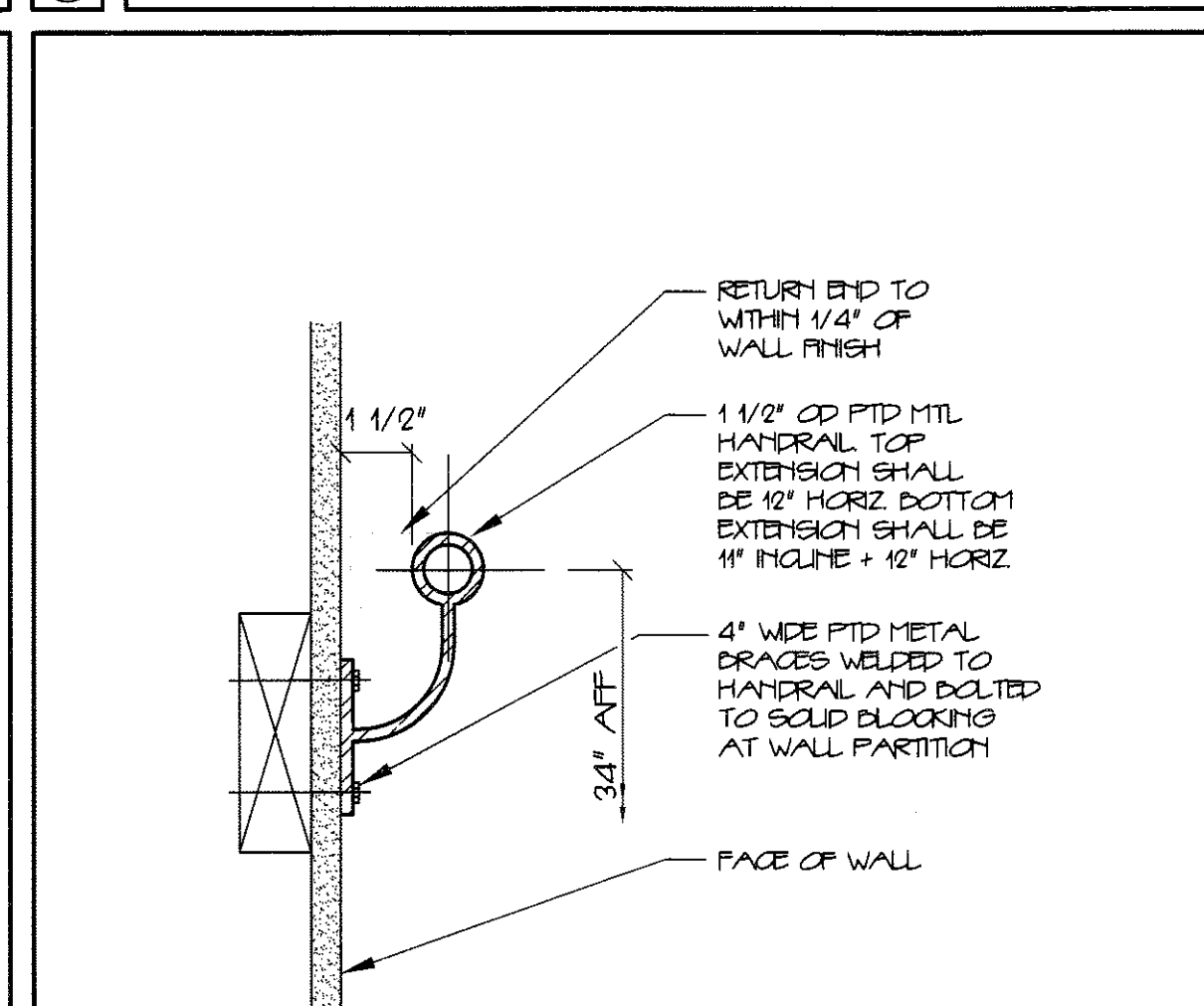
9 INTERIOR SILL DETAIL 3'-1'-0"



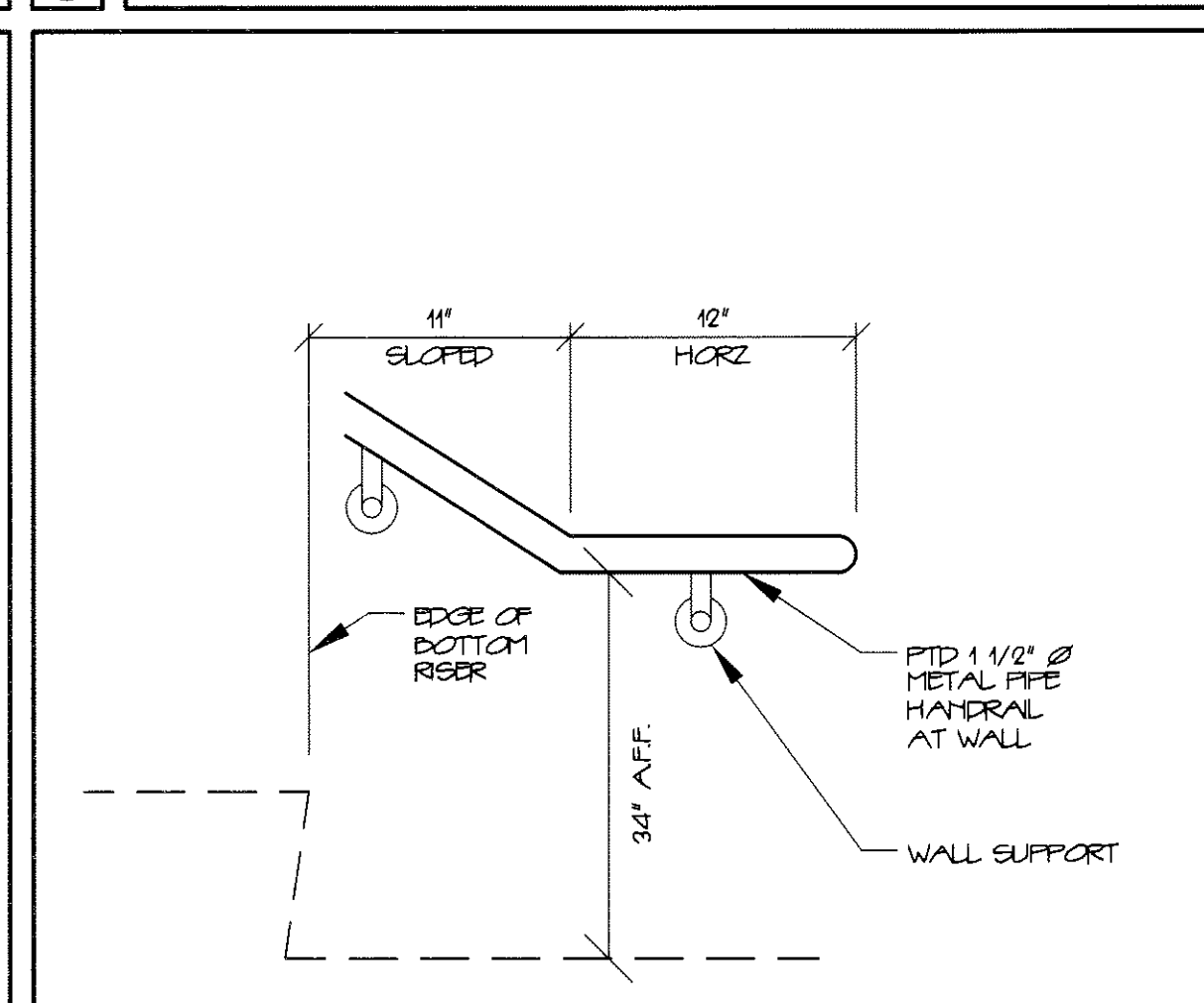
10 TYPICAL STAIR DETAIL 1 1/2'-1'-0"



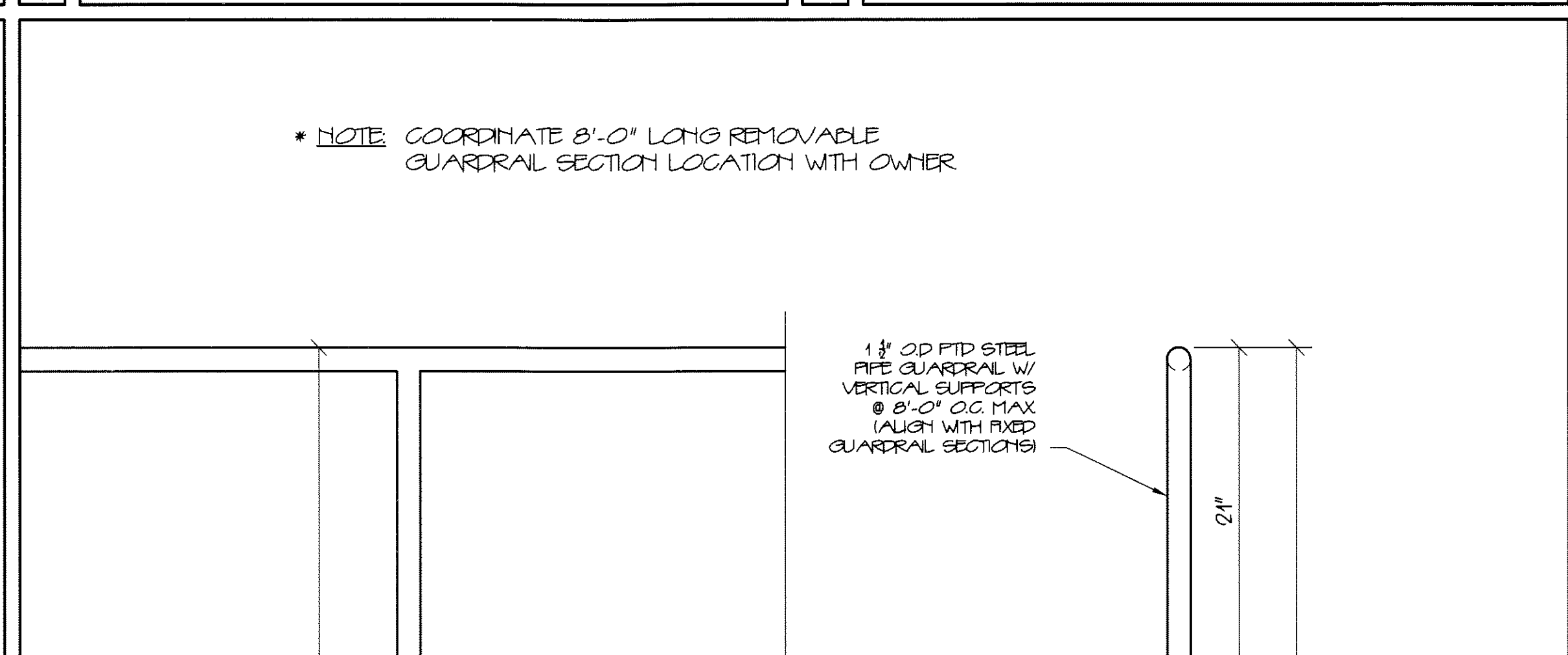
11 TYPICAL HANDRAIL - TOP 1 1/2'-1'-0"



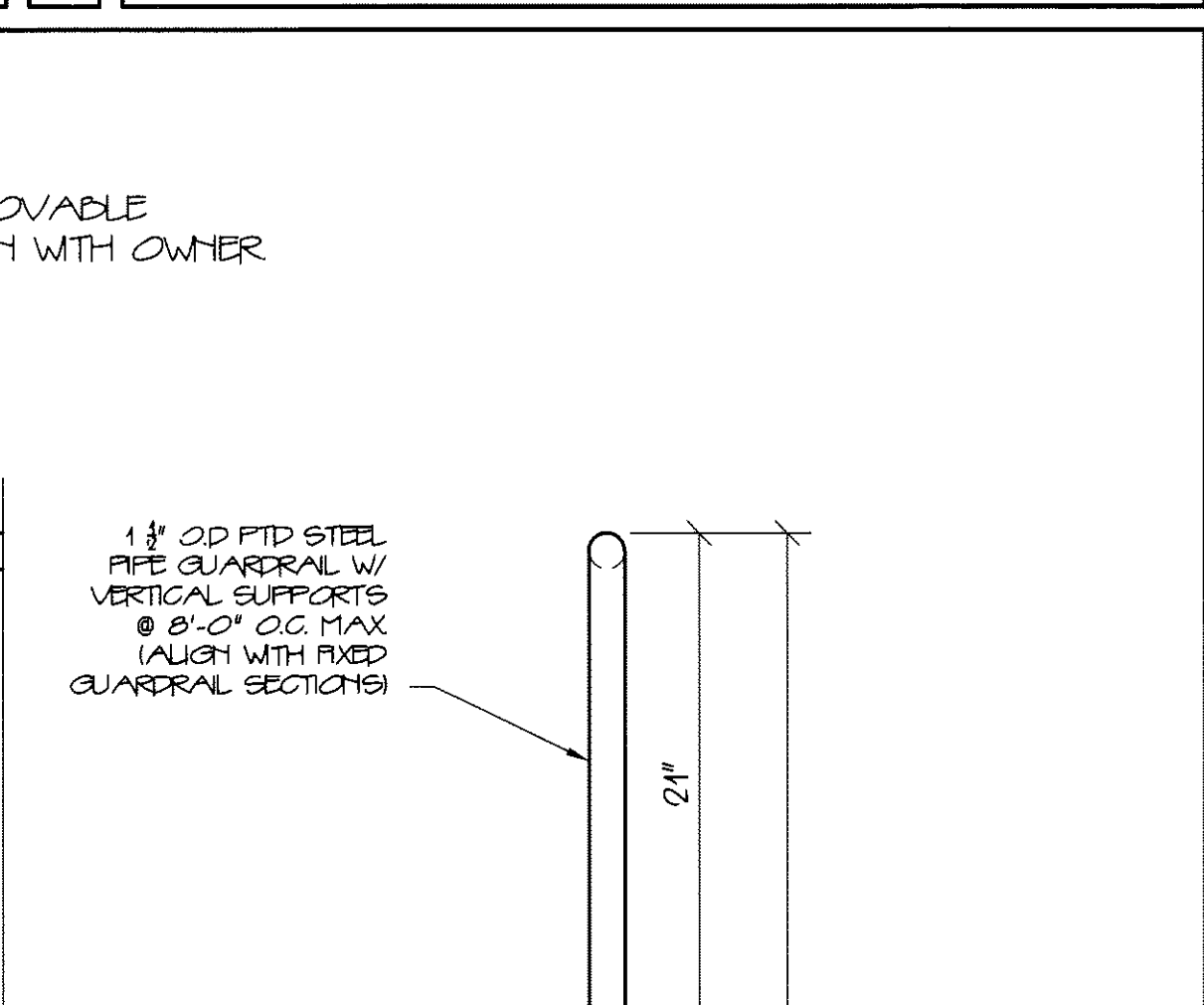
12 TYPICAL HANDRAIL SECTION 3'-1'-0"



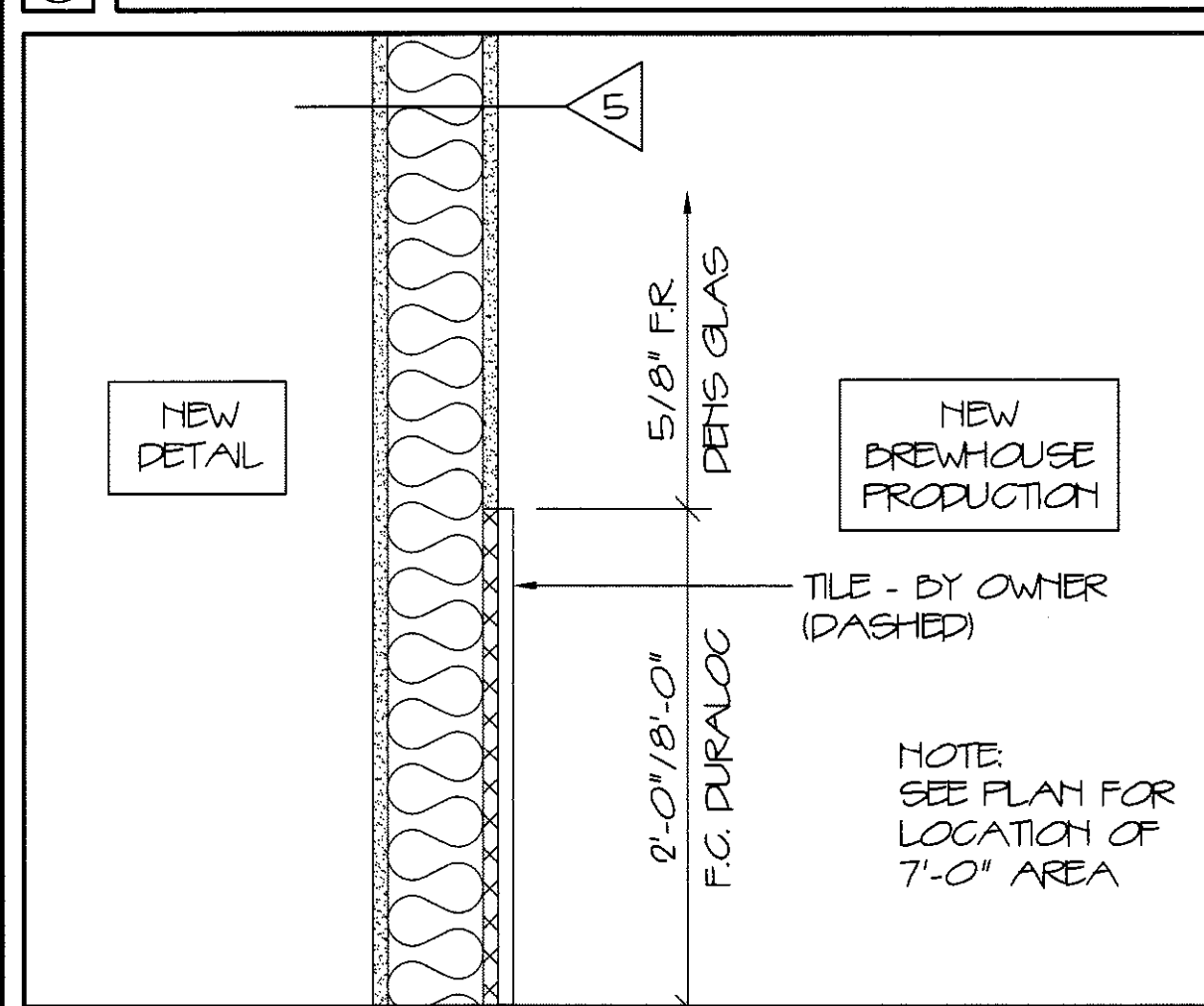
13 TYPICAL HANDRAIL - BOTTOM 1 1/2'-3'-0"



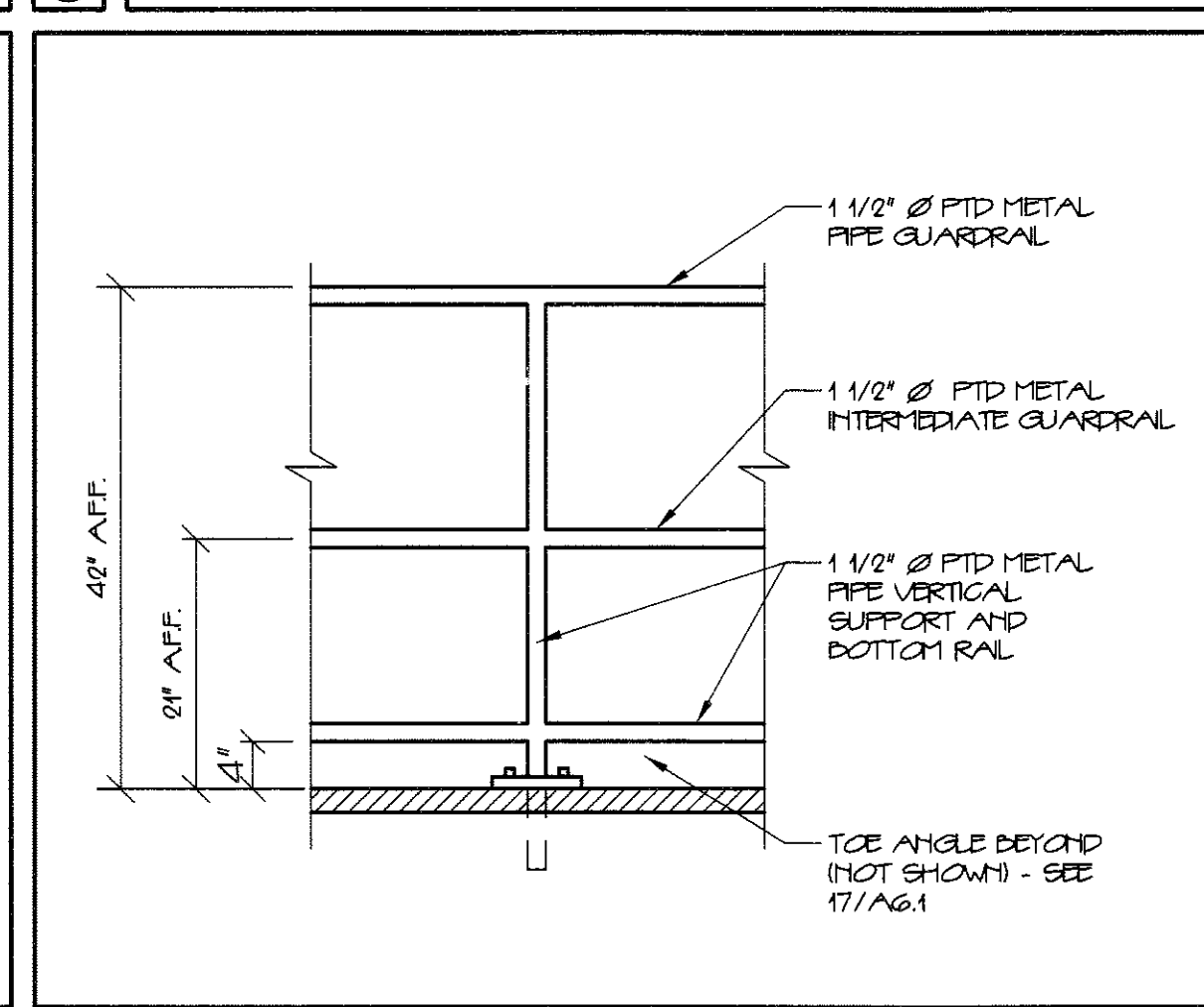
14 DURAROCK BASE DETAIL 1'-1'-0"



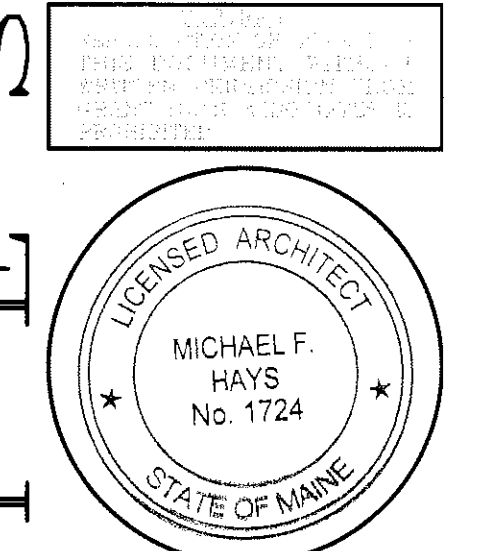
15 TYPICAL GUARDRAIL 3/4'-1'-0"



16 S.S. WASH DETAIL AT BREWHOUSE 1 1/2'-1'-0"



17 MEZZANINE GUARDRAIL - REMOVABLE SECTION DETAIL 1 1/2'-1'-0"



REVISIONS

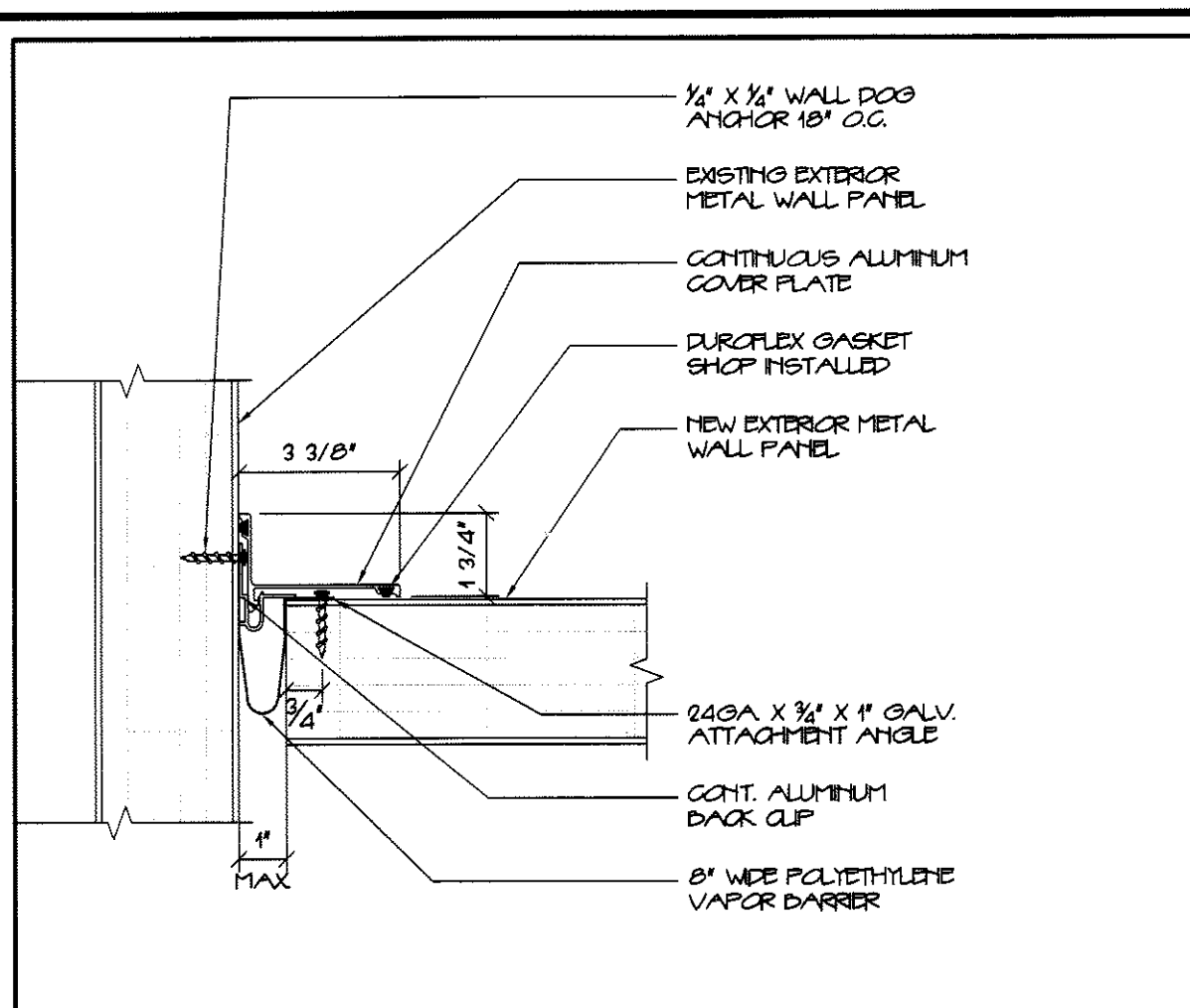
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NEW ADDITION FOR
ALLAGASH BREWING CO.
 50 INDUSTRIAL WAY PORTLAND, MAINE

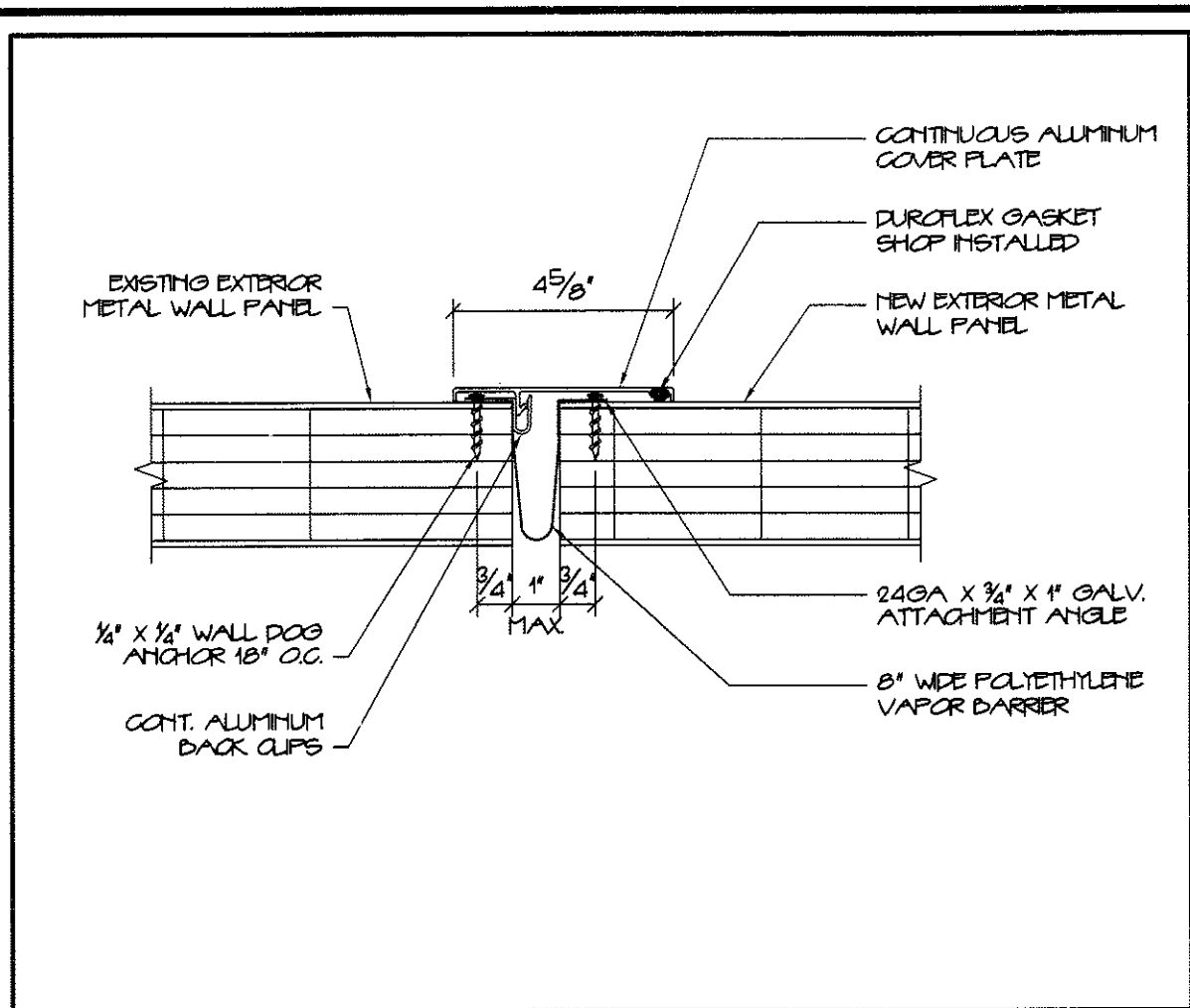
HAYES
 ARCHITECTURE
 INTERIOR DESIGN
 P.O. BOX 6179 FALMOUTH, MAINE 04105
 (207) 871-5900
 (207) 871-9308

DETAILS

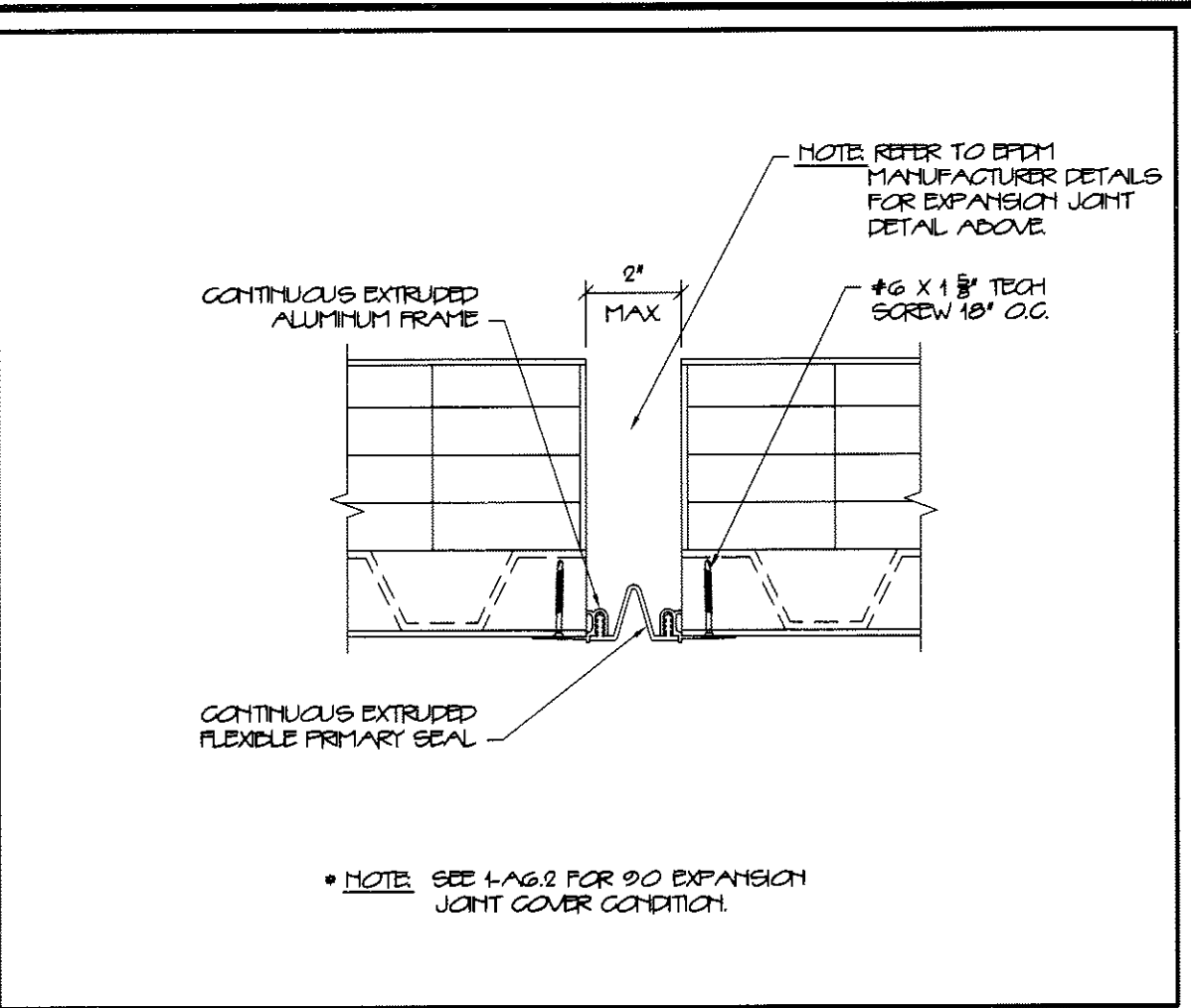
SCALE AS NOTED
 DATE 10 SEPT. 12
 DRAWN BY MFH/SAM
 JOB NO. 120701
 DRAWING NO.



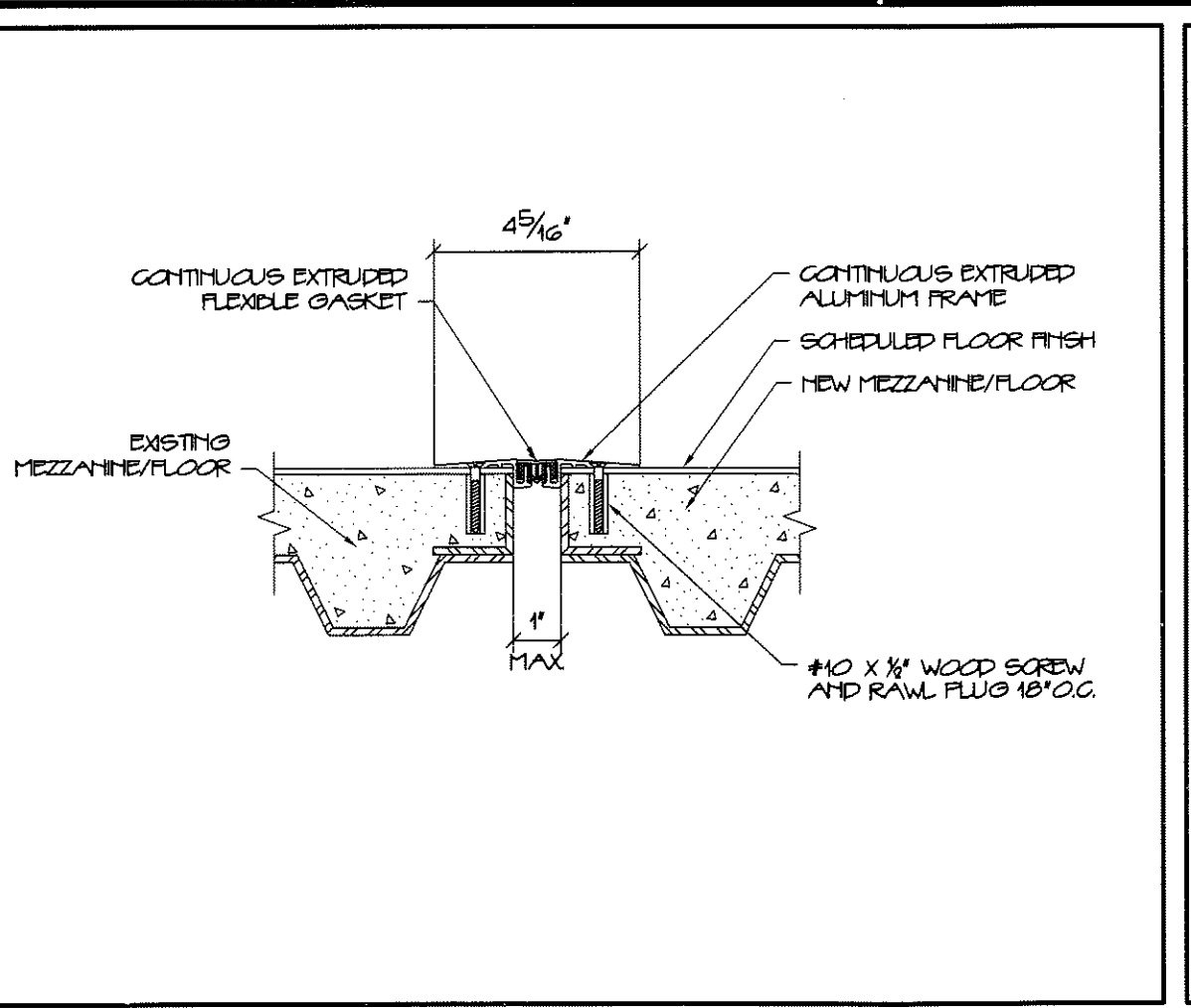
① EXPANSION JOINT COVER @ CORNER N.T.S.



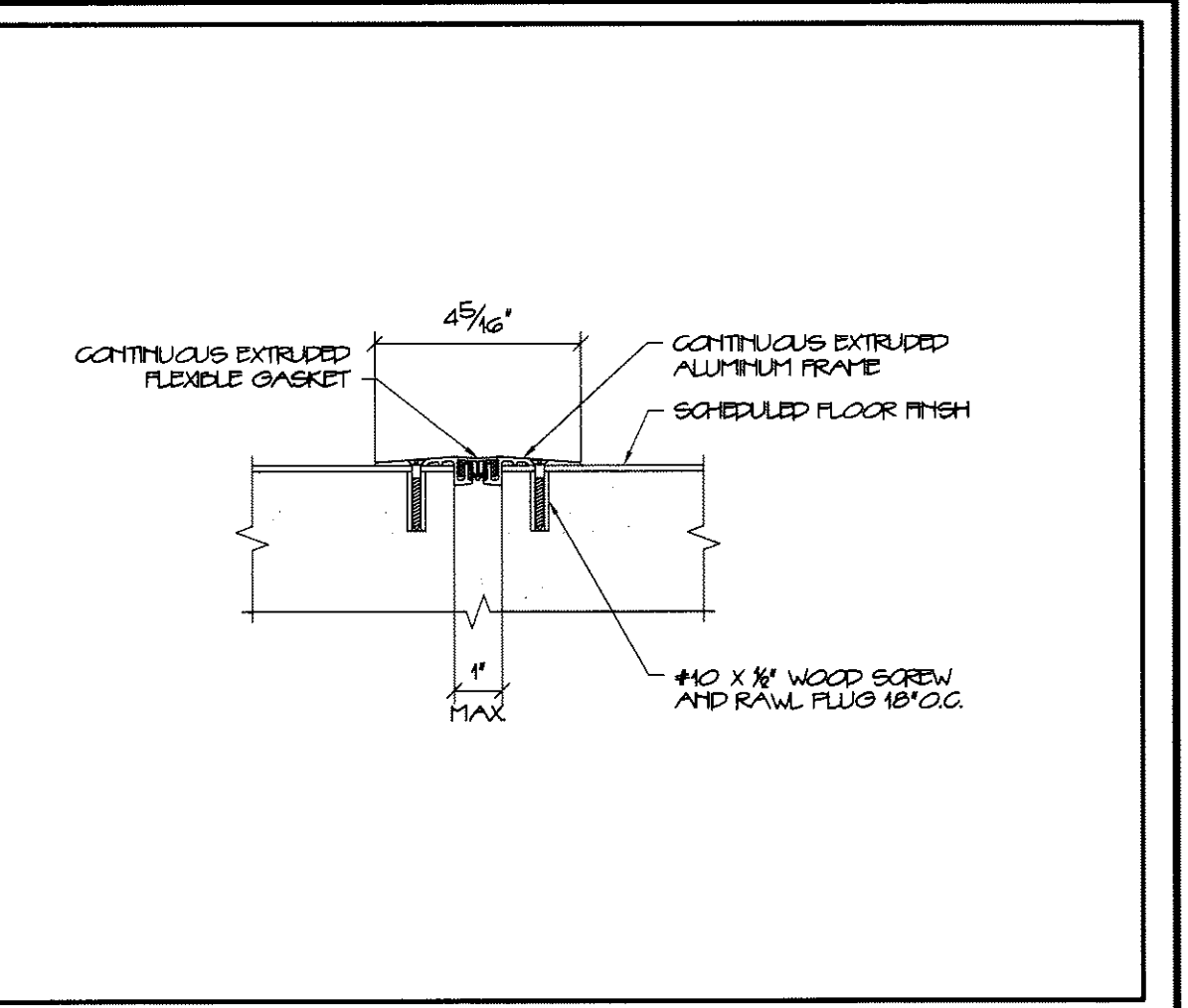
② EXPANSION JOINT COVER AT PANEL WALLS N.T.S.



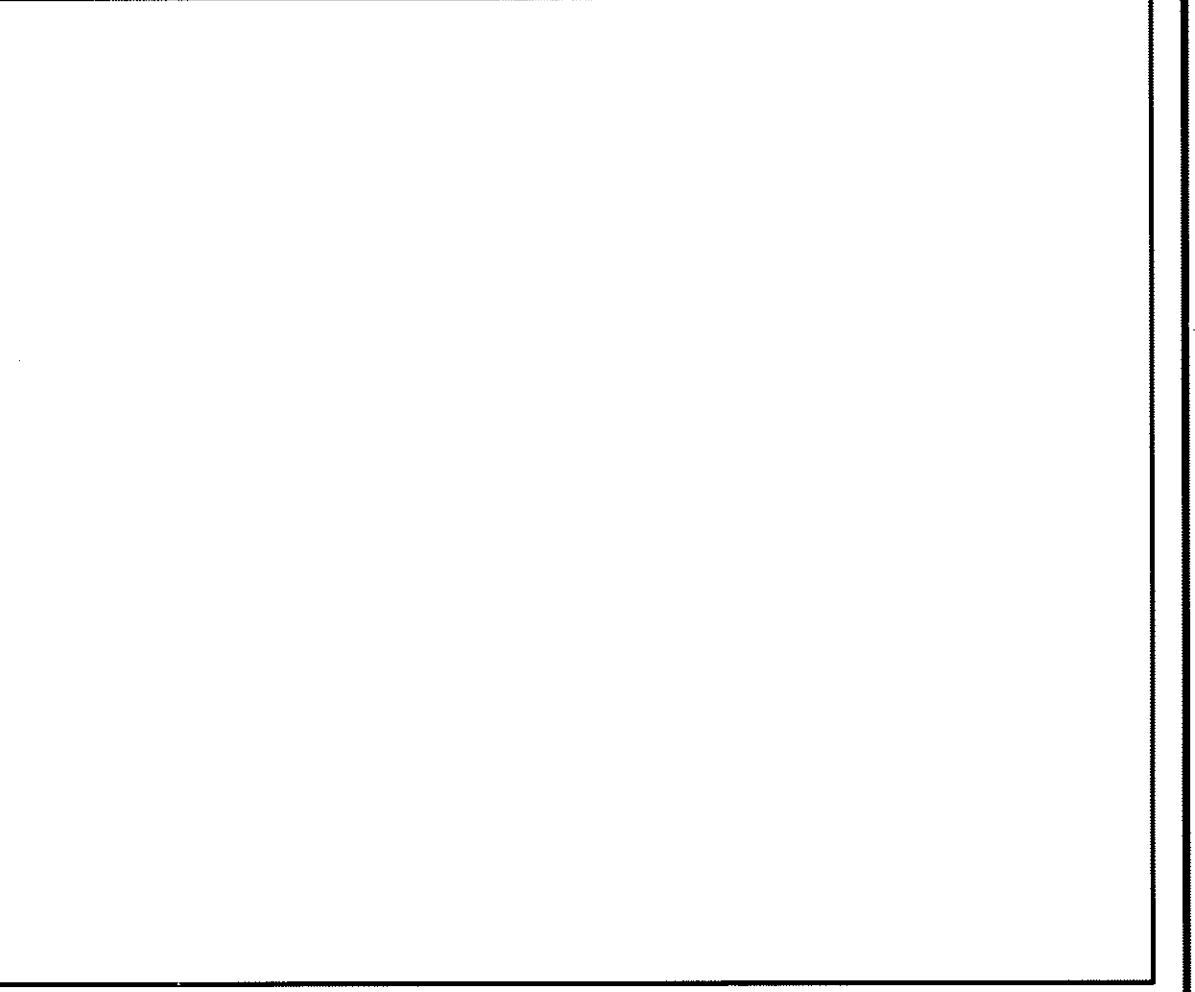
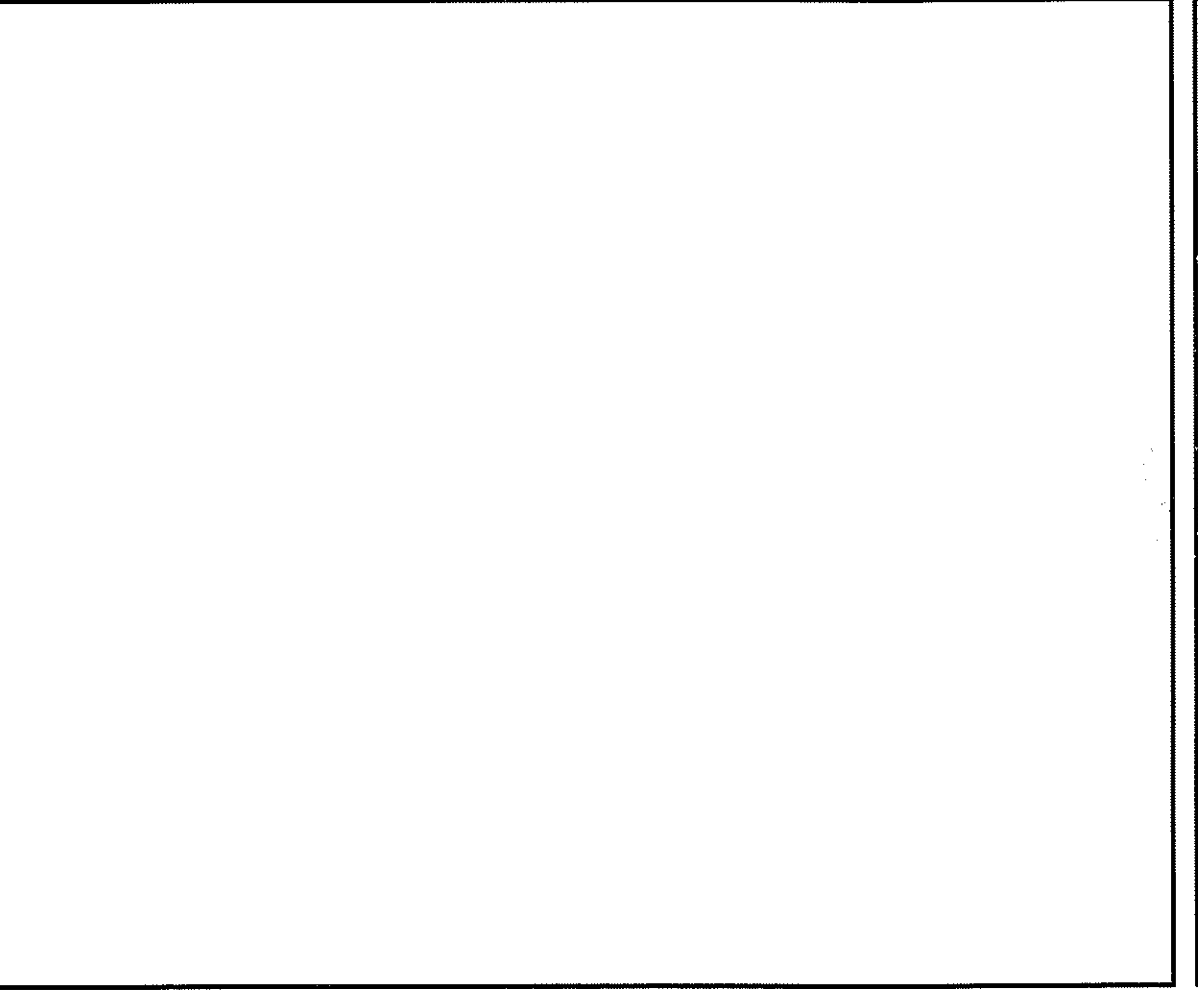
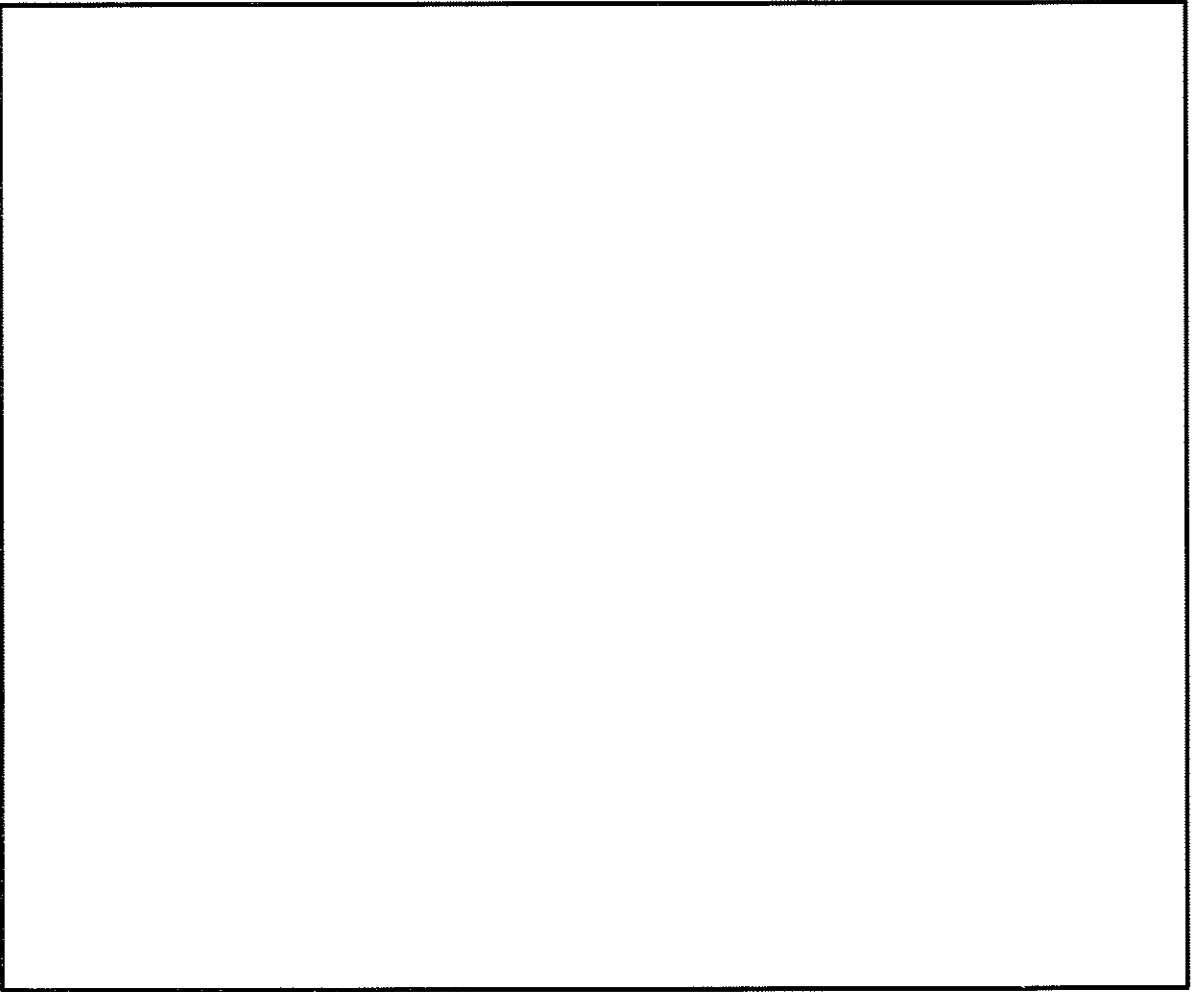
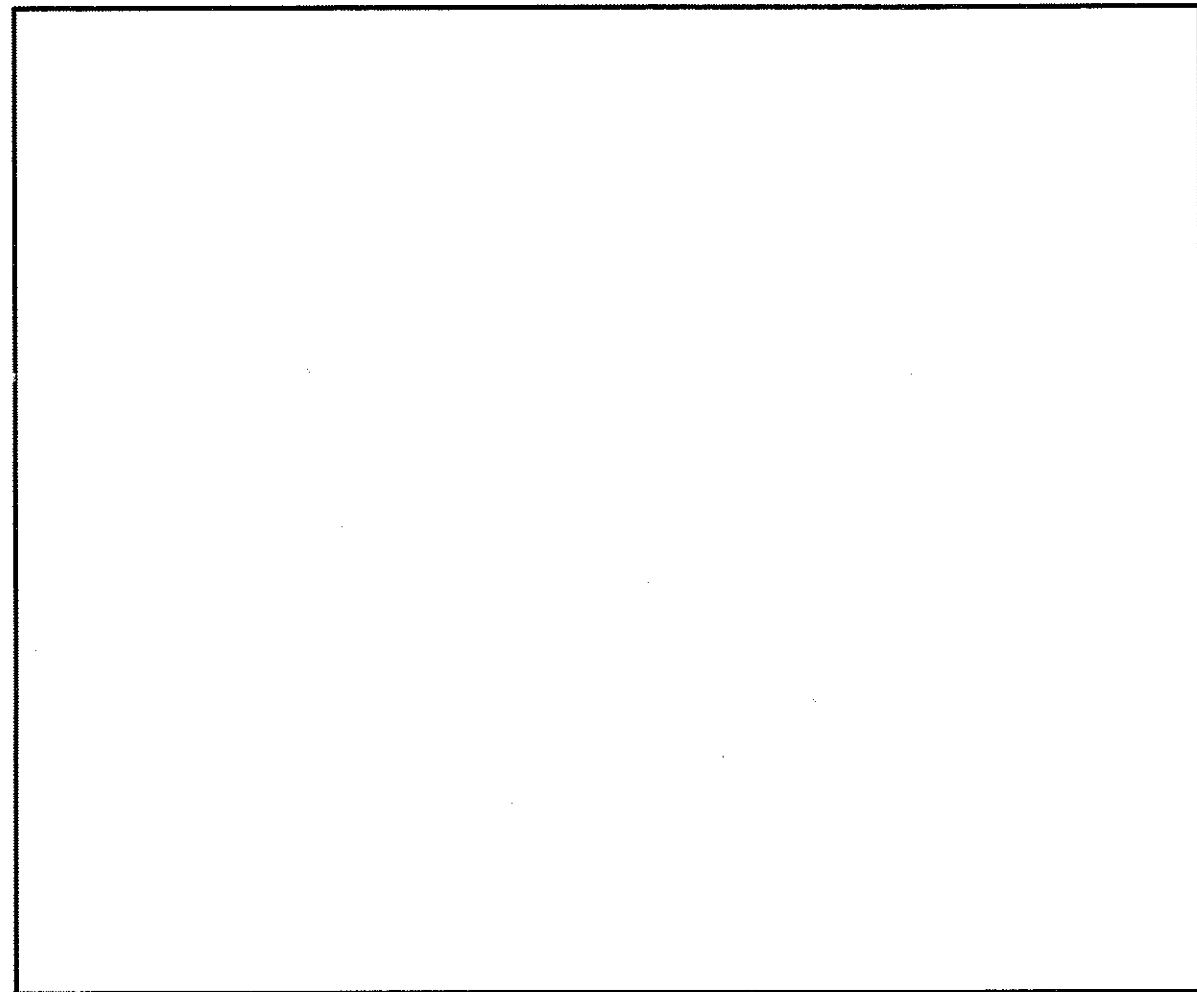
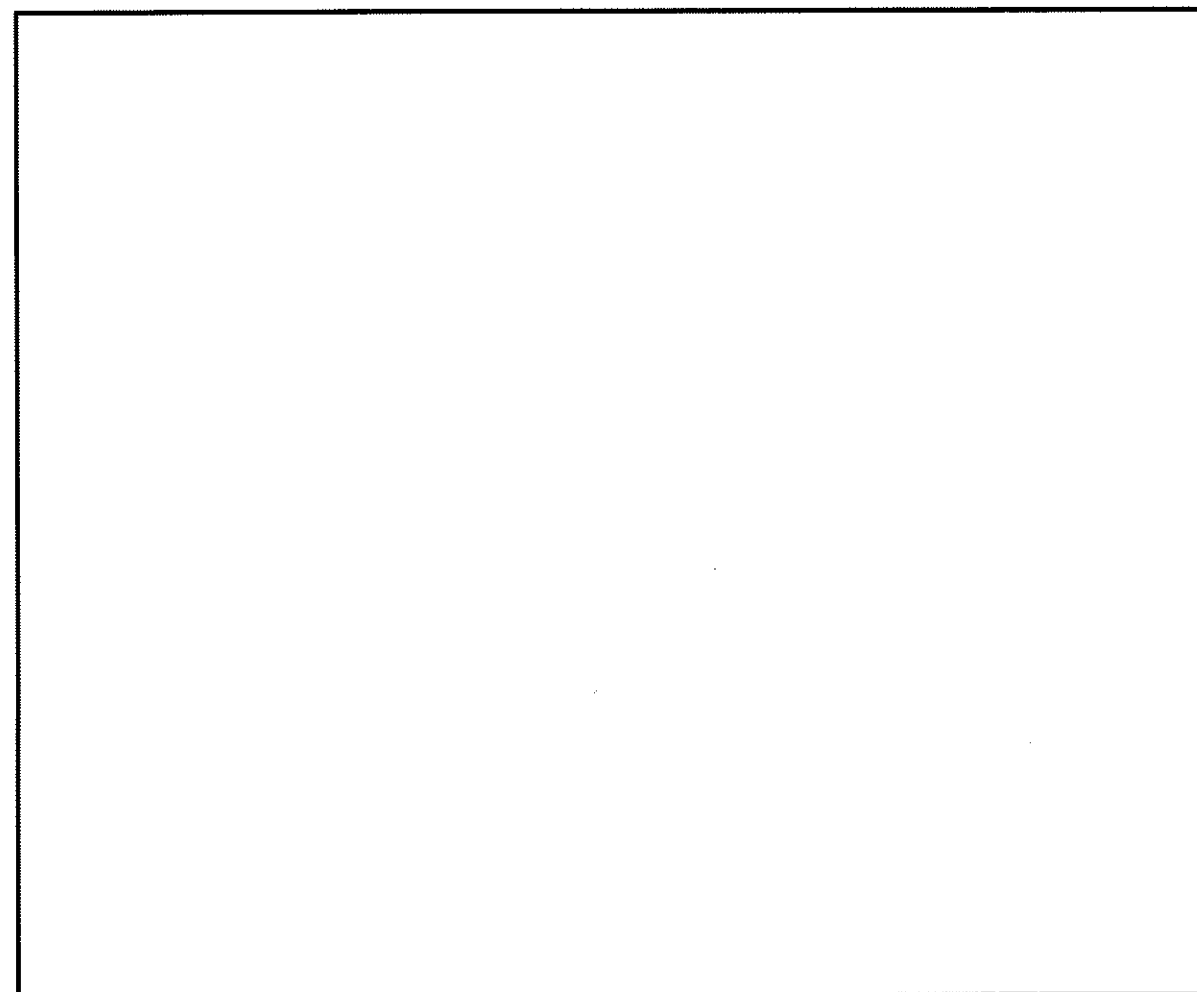
③ INTERIOR CEILING/WALL EXPANSION JOINT OVER N.T.S.



④ FLOOR EXPANSION JOINT COVER N.T.S.



⑤ FLOOR EXPANSION JOINT COVER N.T.S.



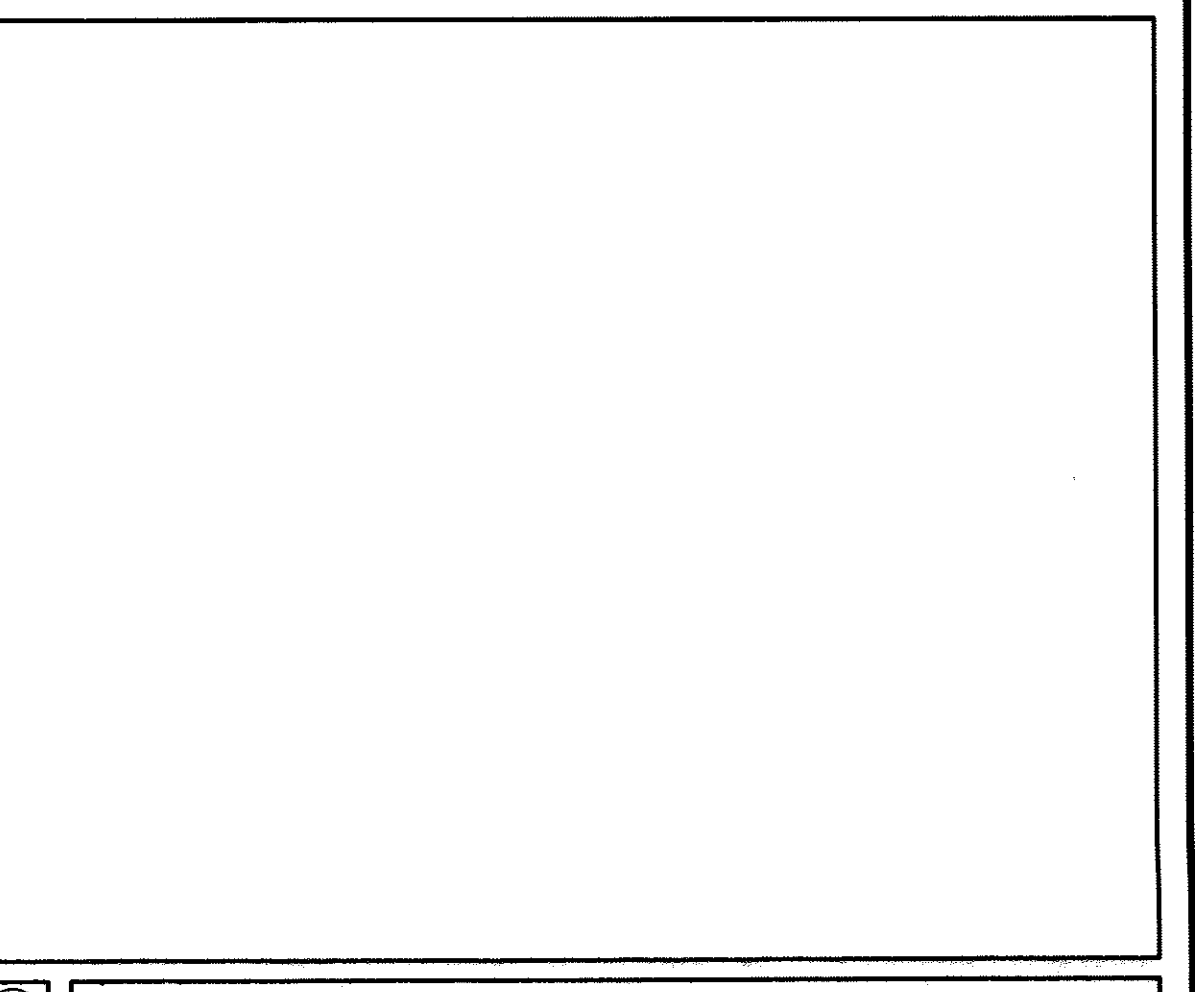
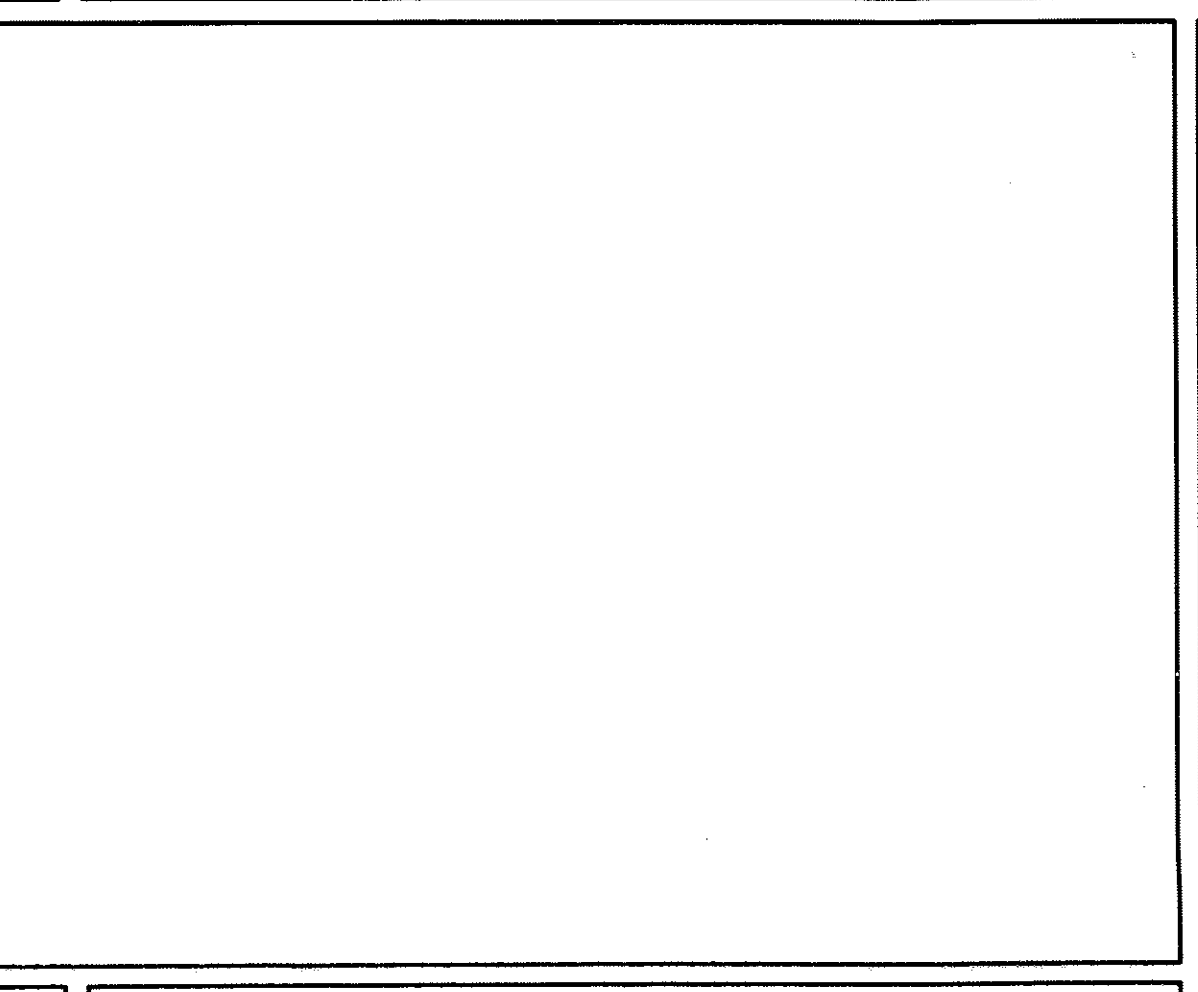
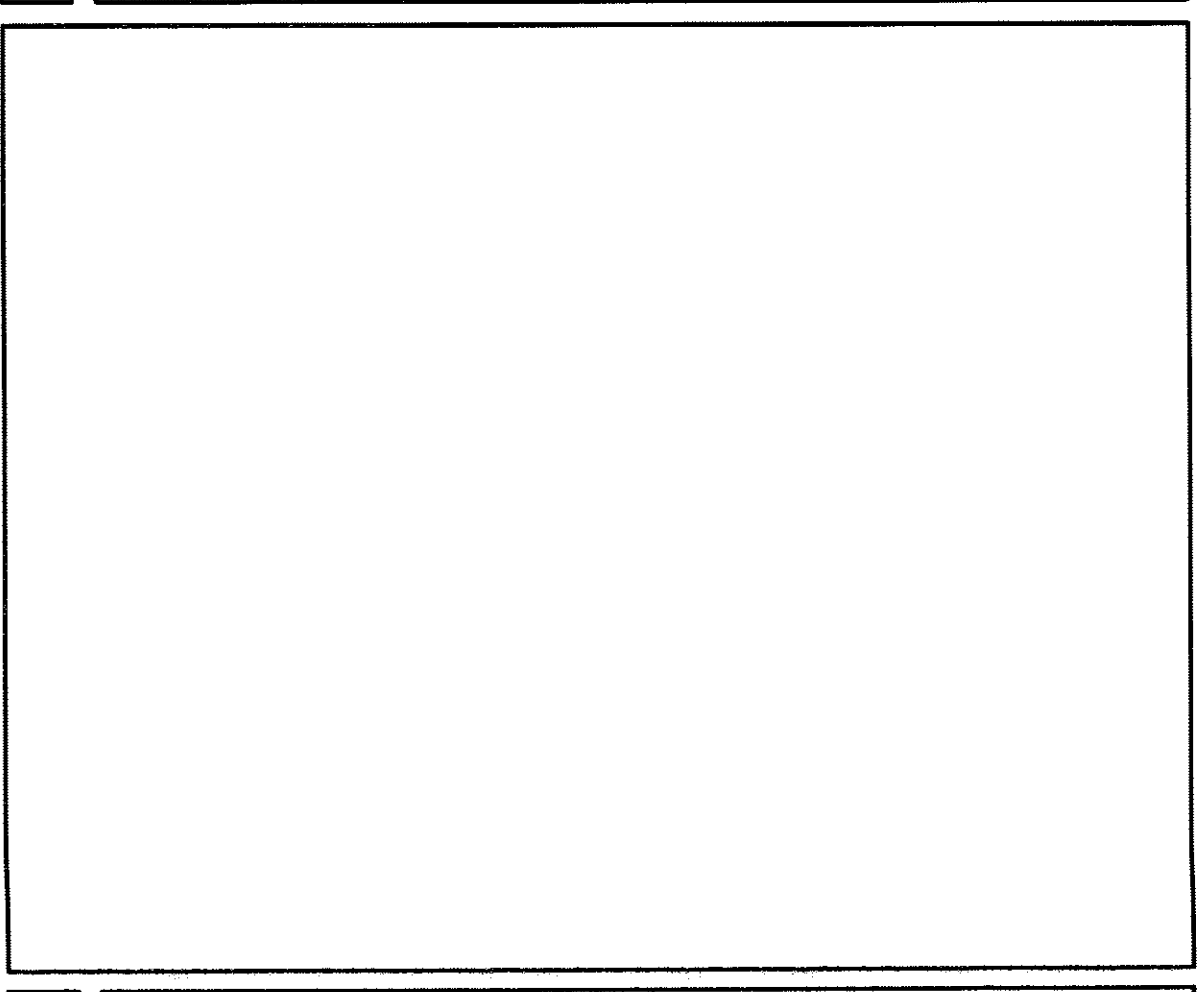
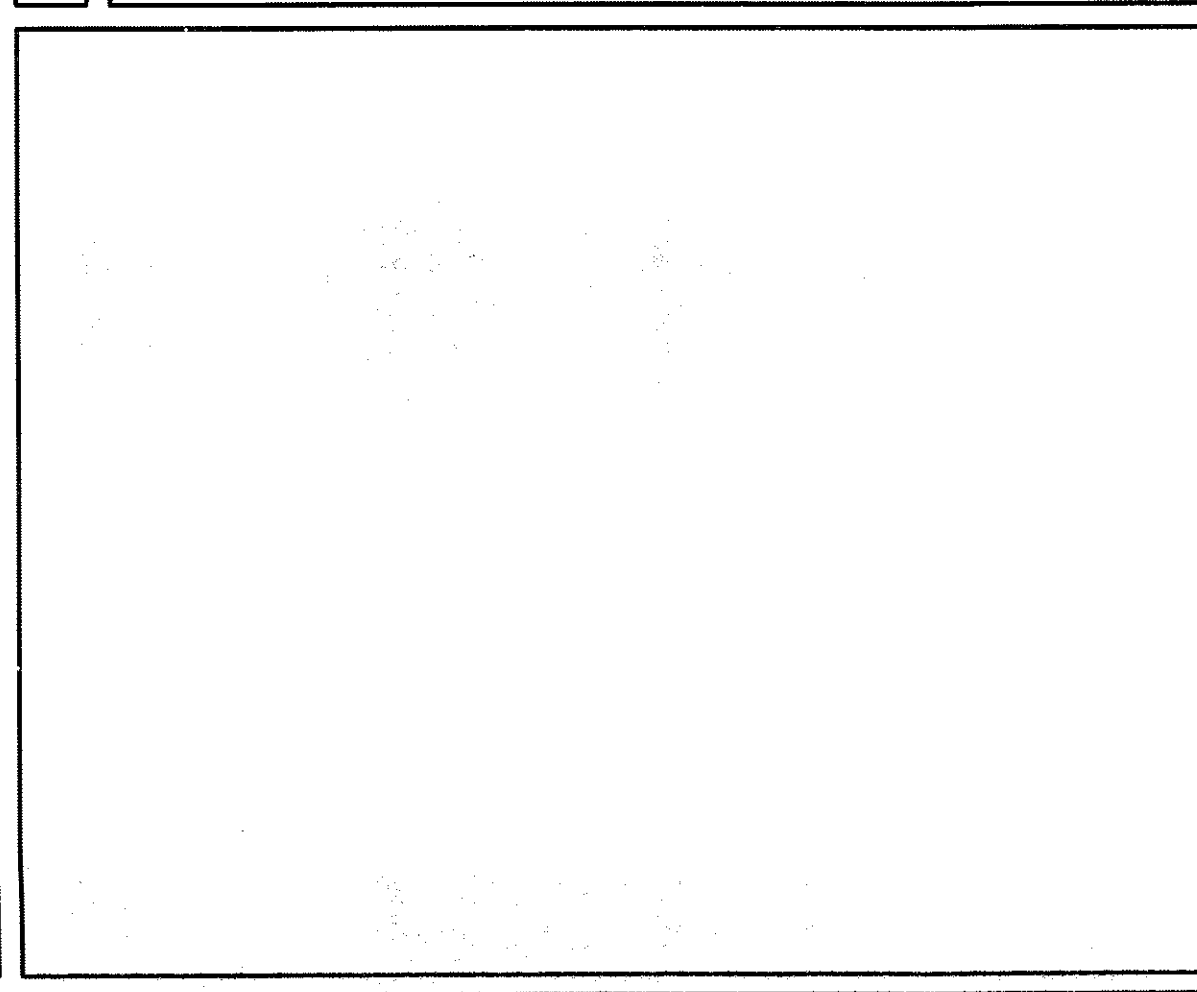
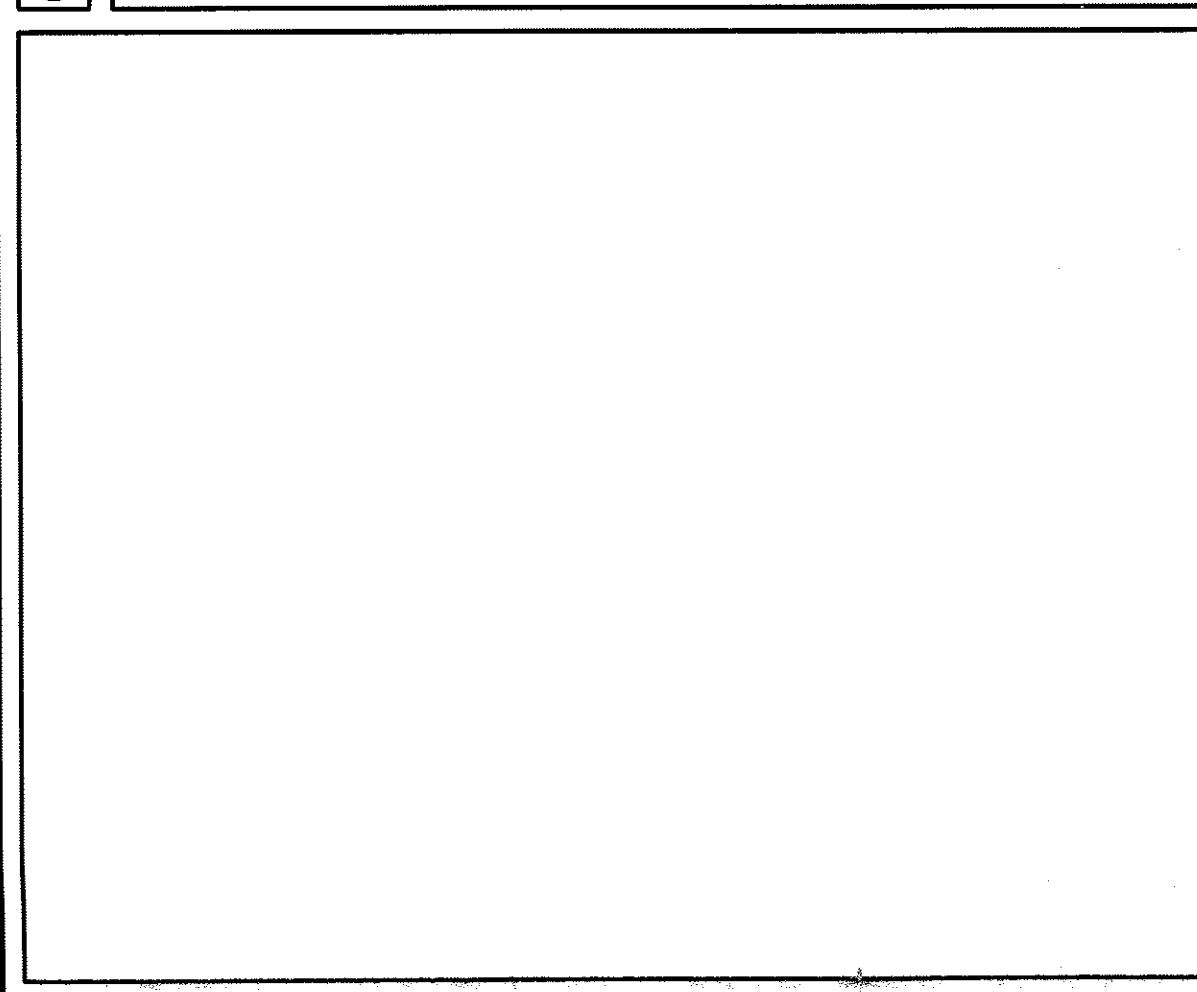
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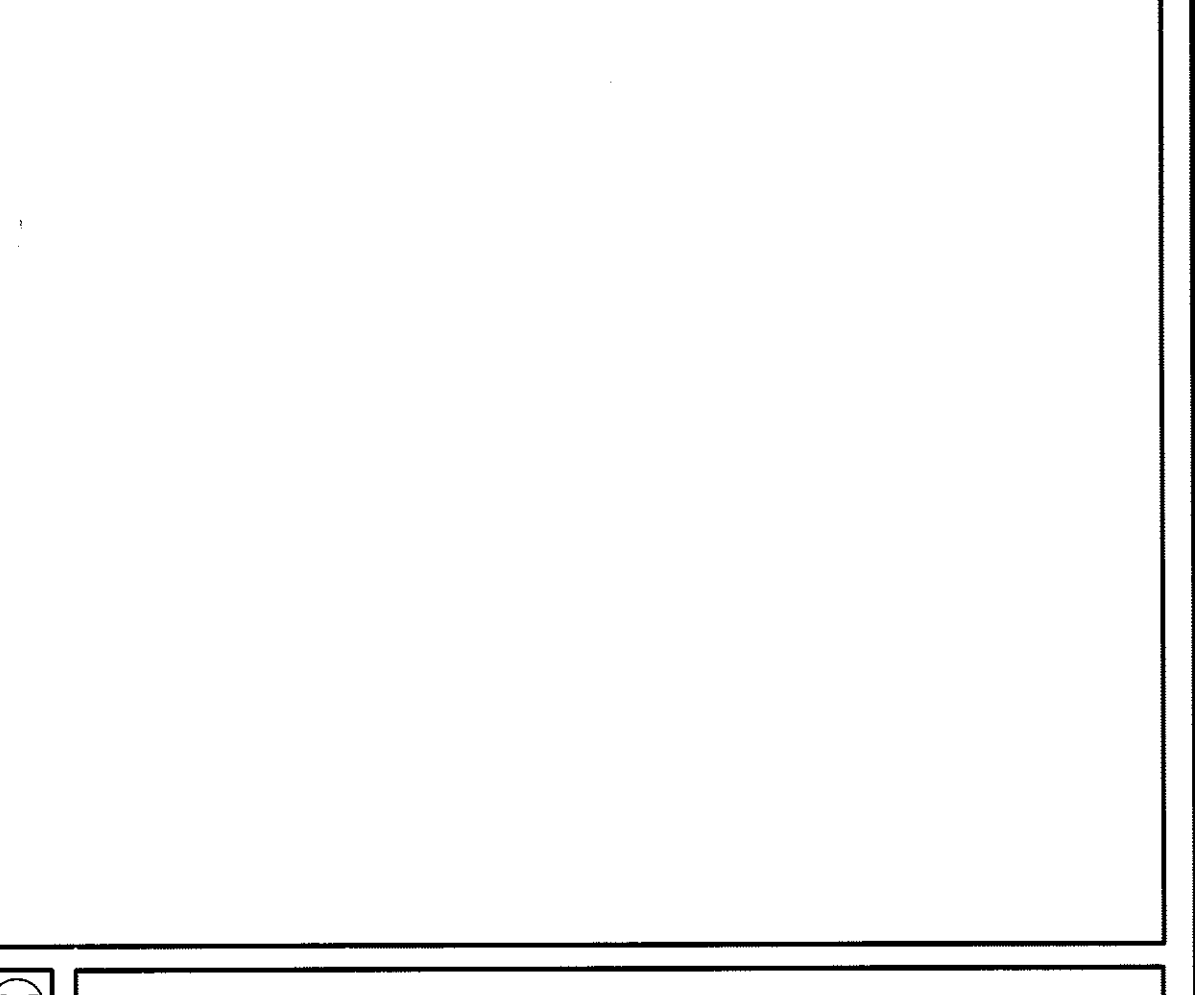
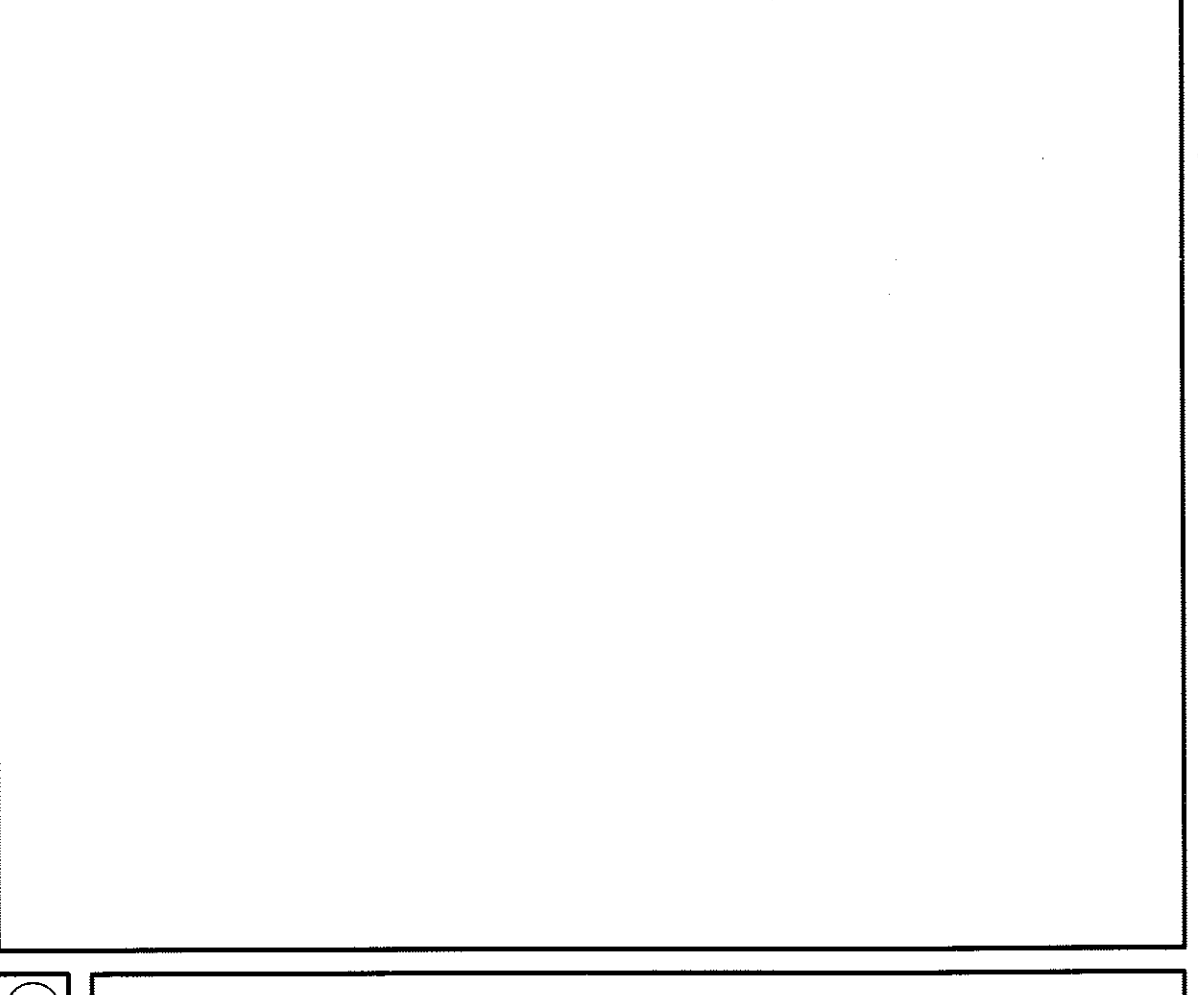
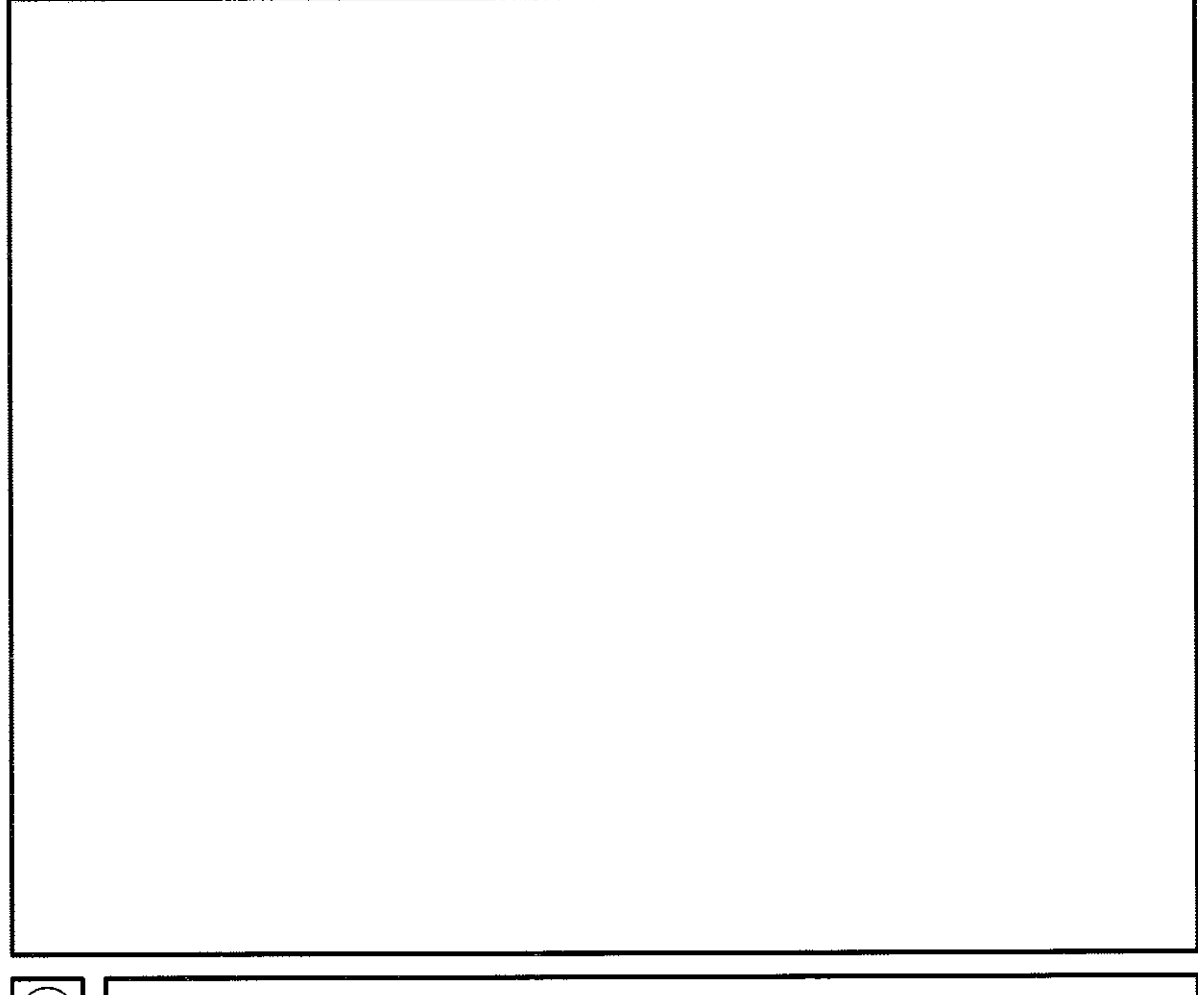
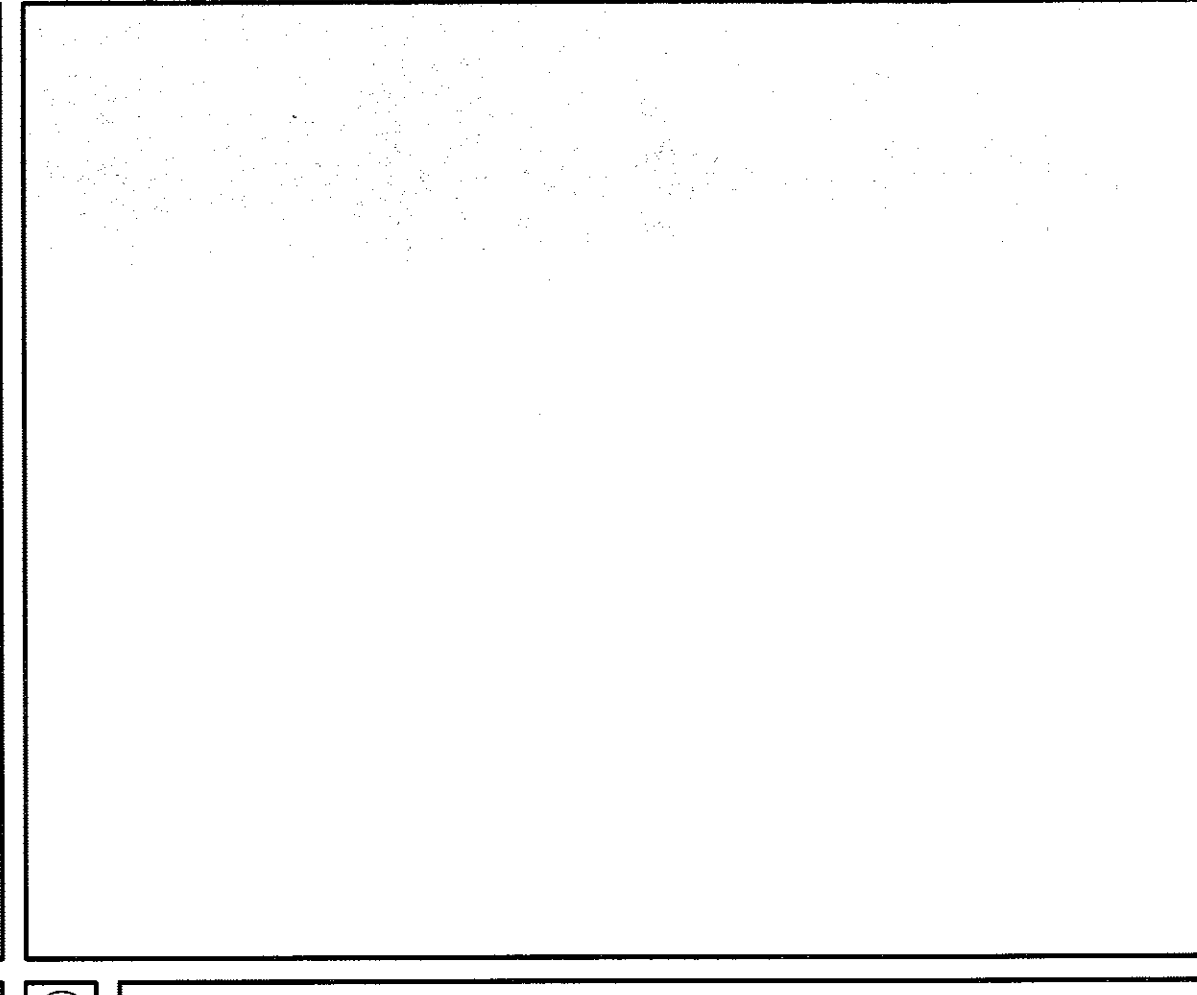
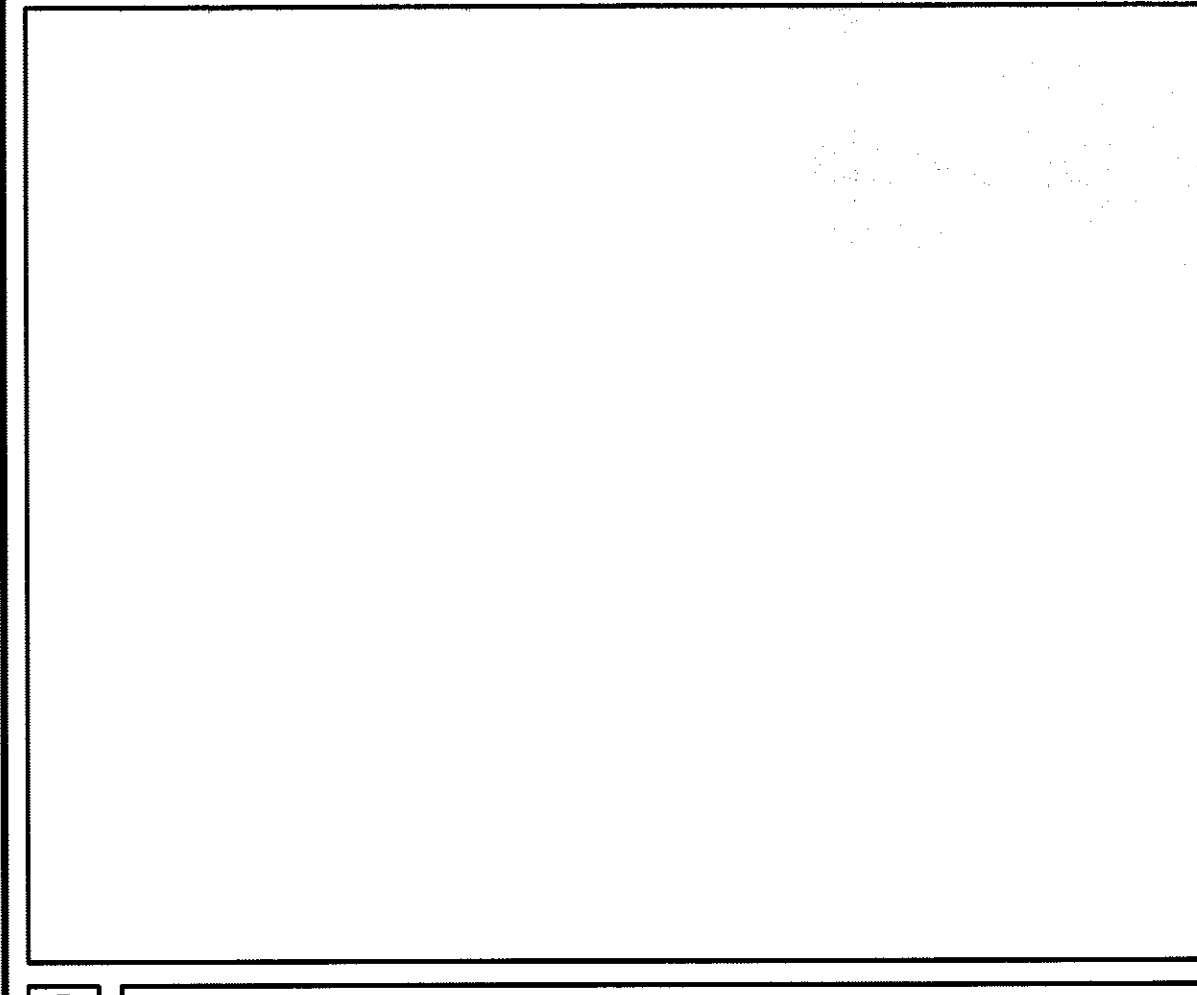
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⑳

G R A N T H A Y S A S S O C I A T E S

NEW ADDITION FOR
ALLAGASH BREWING CO.
50 INDUSTRIAL WAY PORTLAND, MAINE

ARCHITECTURE
INTERIOR DESIGN
P.O. BOX 6179 FALMOUTH, MAINE 04105
(207) 871-5900 (207) 871-9308

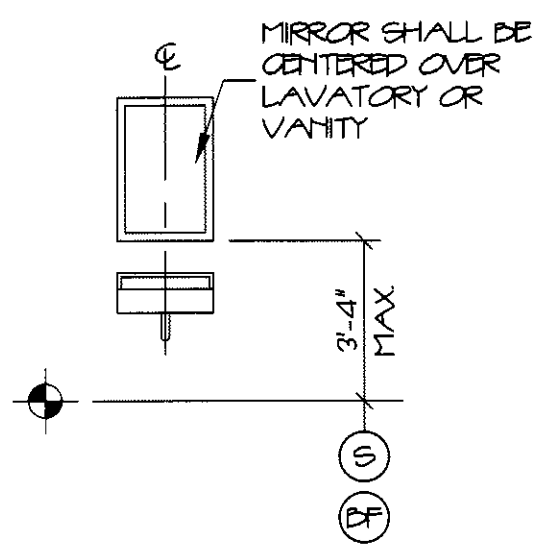
SCALE AS NOTED
DATE 10 SEPT. 12
DRAWN BY MFH/SAM
JOB NO. 120701
DRAWING NO. **A6.2**

REVISIONS

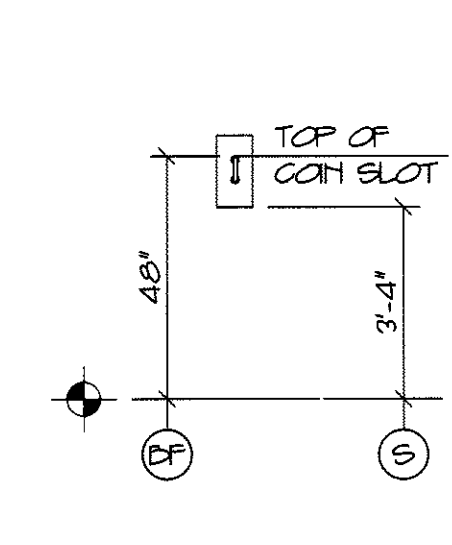
DETAILS

DRAWING TITLE

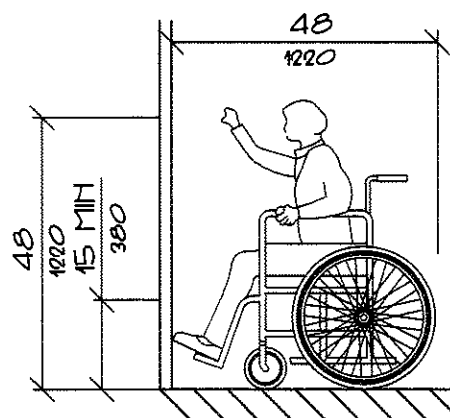
STATE OF MAINE
LICENSED ARCHITECT
MICHAEL F. HAYS
No. 1724



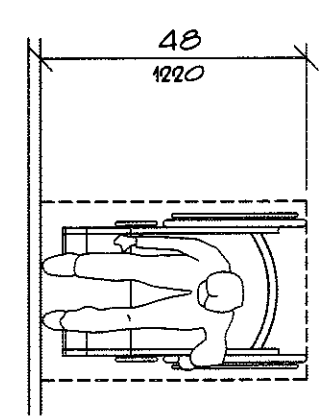
MIRROR OR MEDICINE CABINET



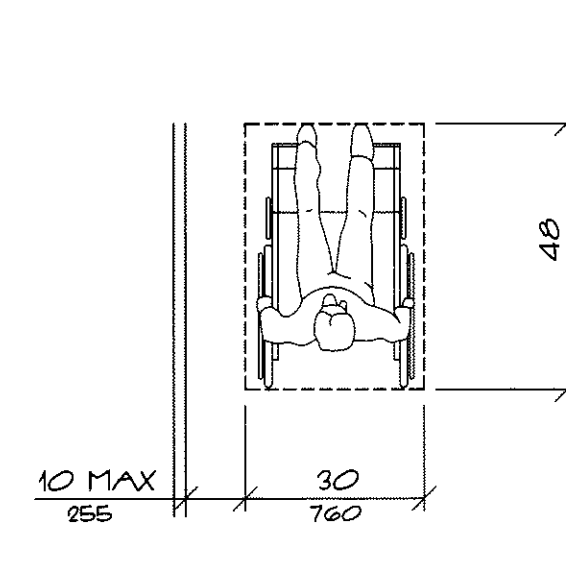
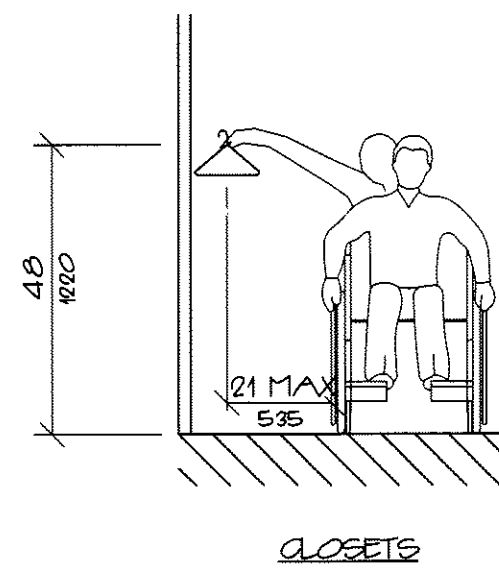
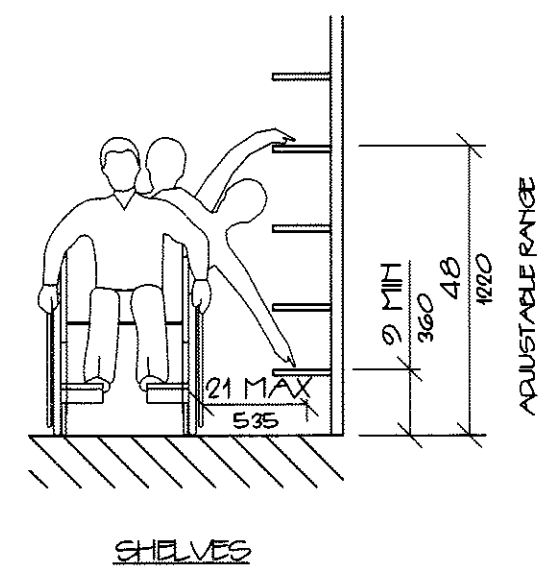
PUBLIC TELEPHONE



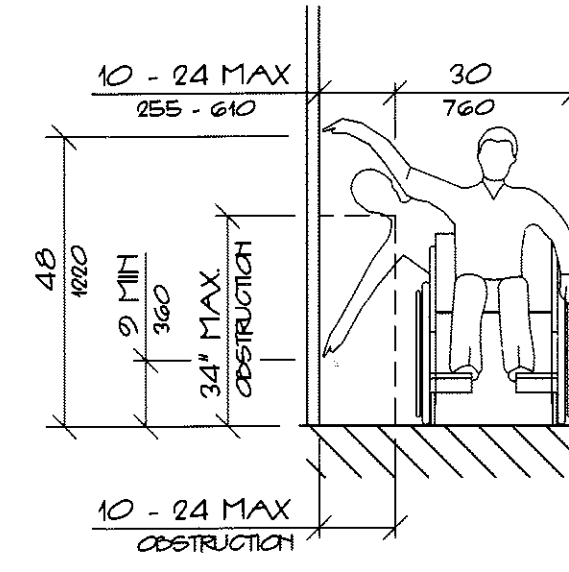
HIGH FORWARD REACH LIMIT



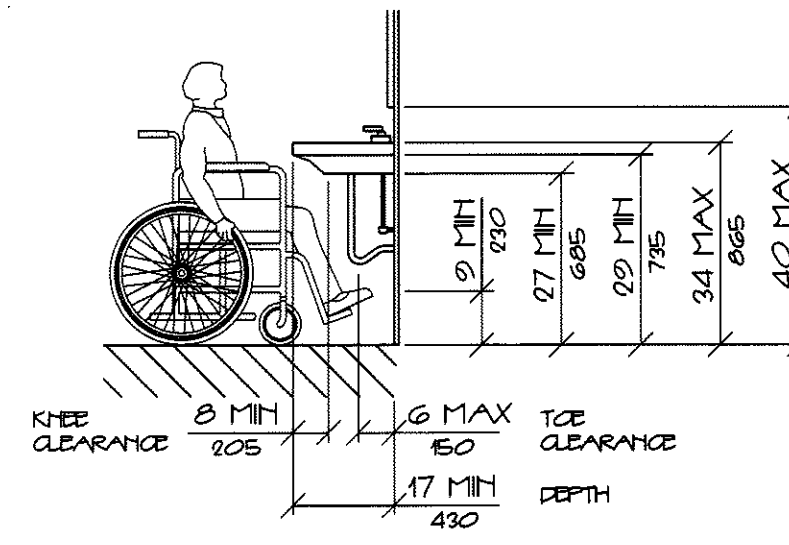
STORAGE SHELVES AND CLOSETS



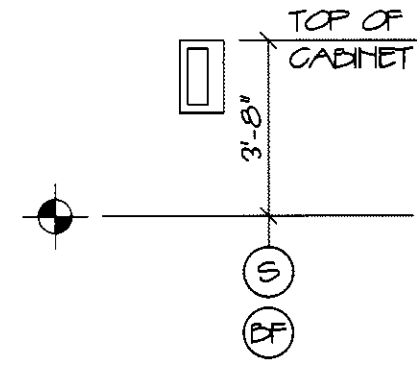
CLEAR FLOOR SPACE PARALLEL APPROACH



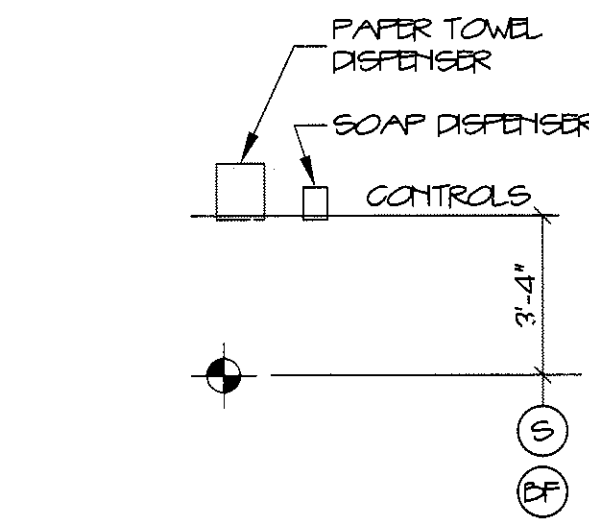
HIGH AND LOW SIDE REACH LIMITS



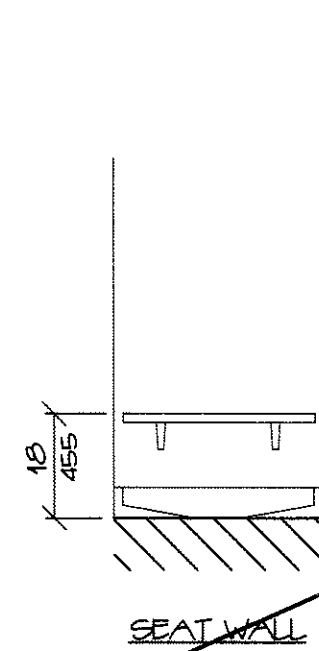
LAVATORY CLEARANCES



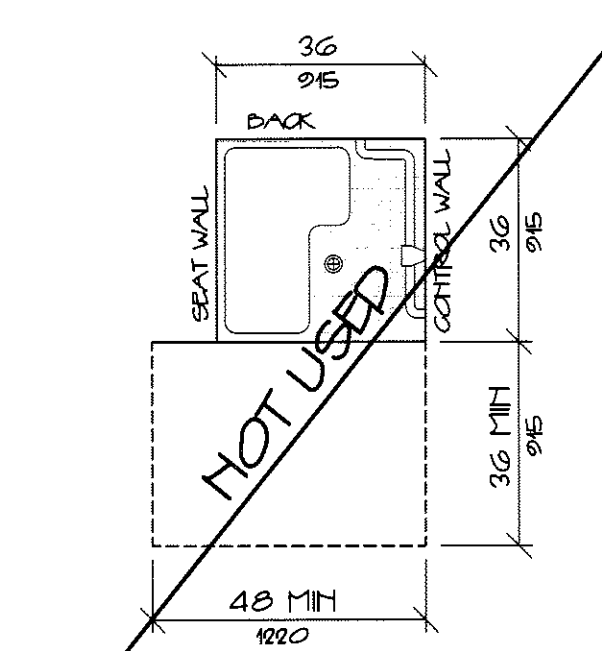
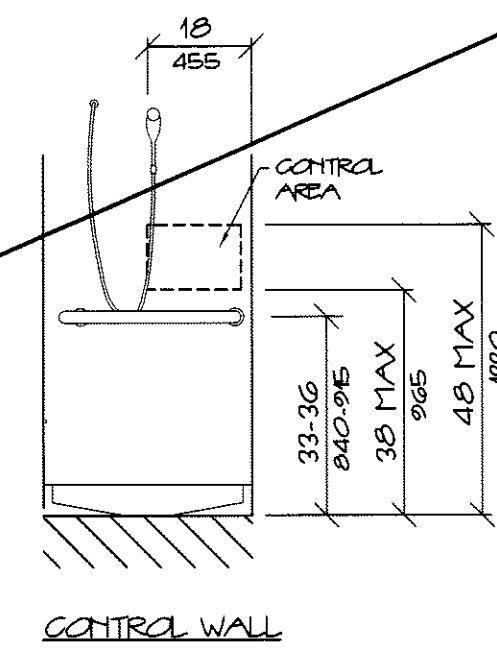
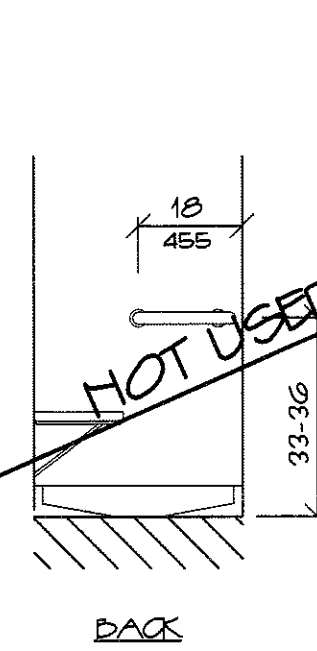
FIRE EXTINGUISHER CABINET (FEO)



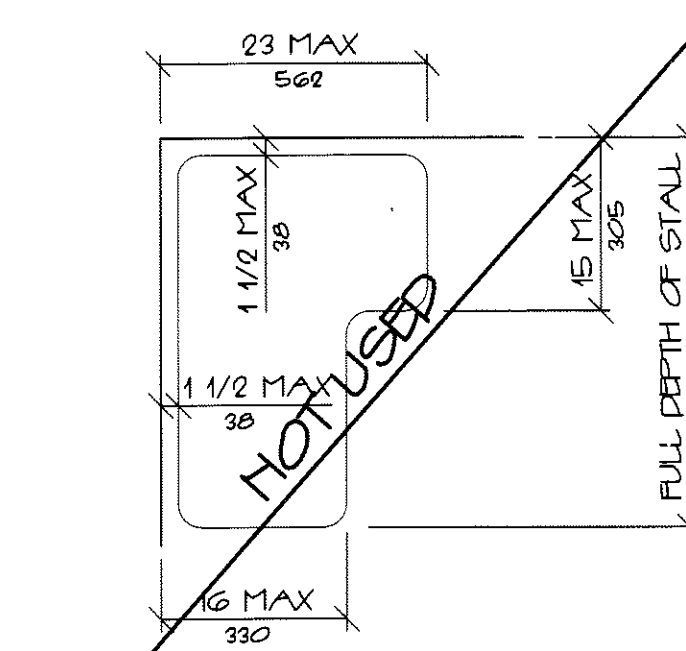
TOWEL & SOAP DISPENSERS



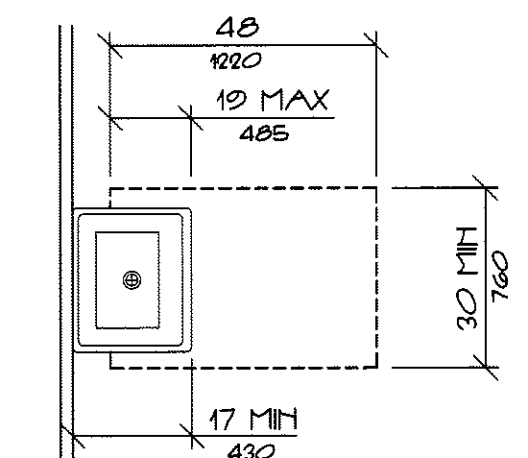
SHOWER SEAT ELEVATIONS



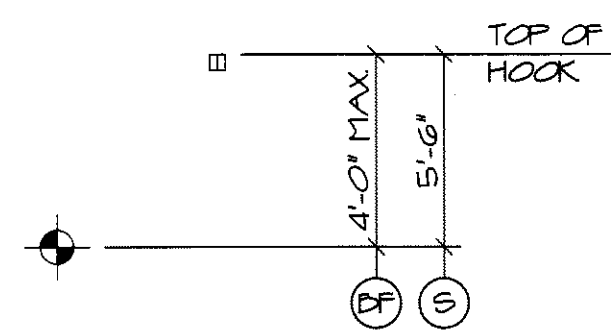
SHOWER STALL PLAN



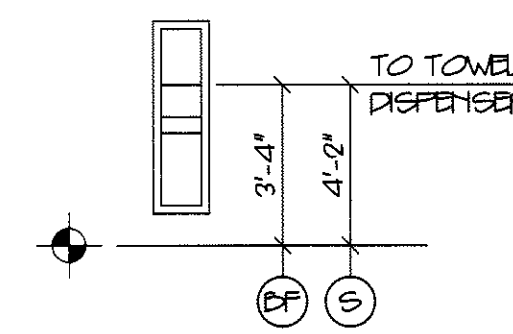
SHOWER SEAT DESIGN



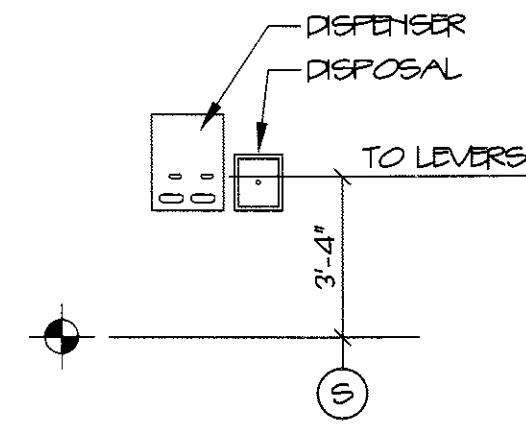
CLEAR FLOOR SPACE AT LAVATORIES



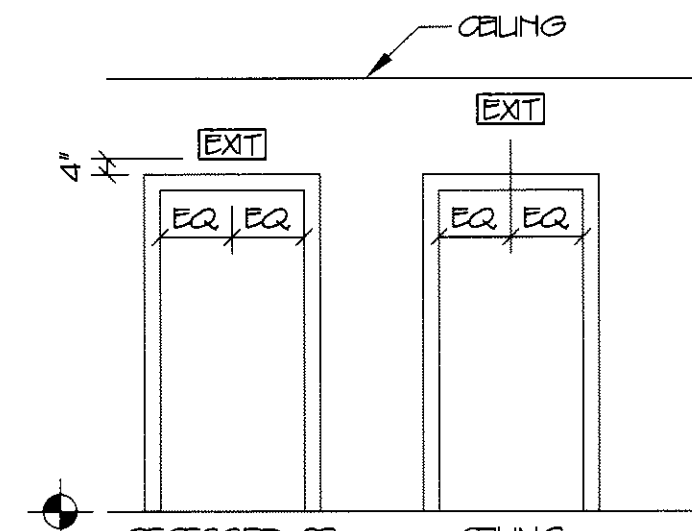
CLOTHES HOOK



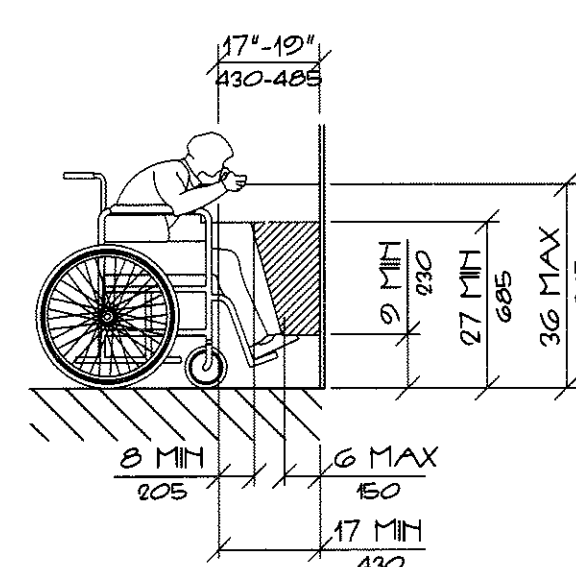
TOWEL DISPENSER DISPOSAL UNIT



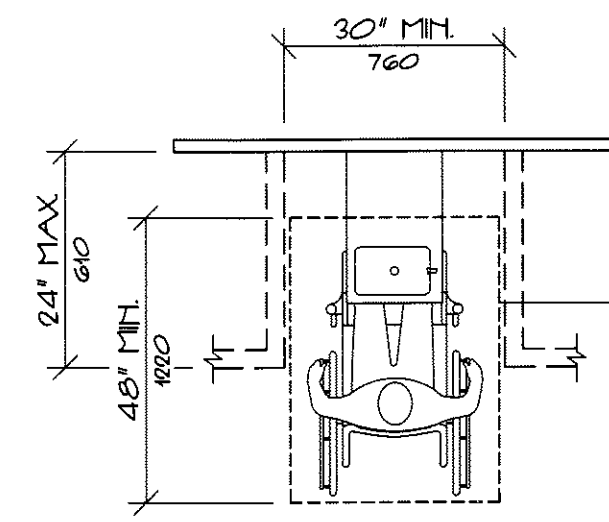
SANITARY NAPKIN DISPENSER & DISPOSAL



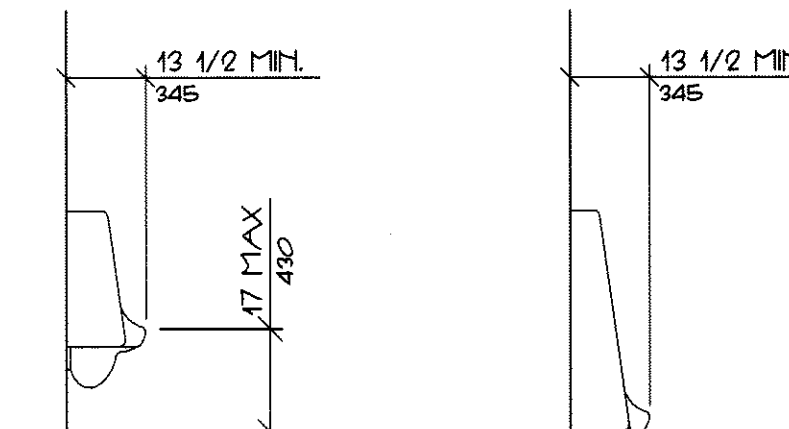
TYPICAL UNLESS OTHERWISE NOTED



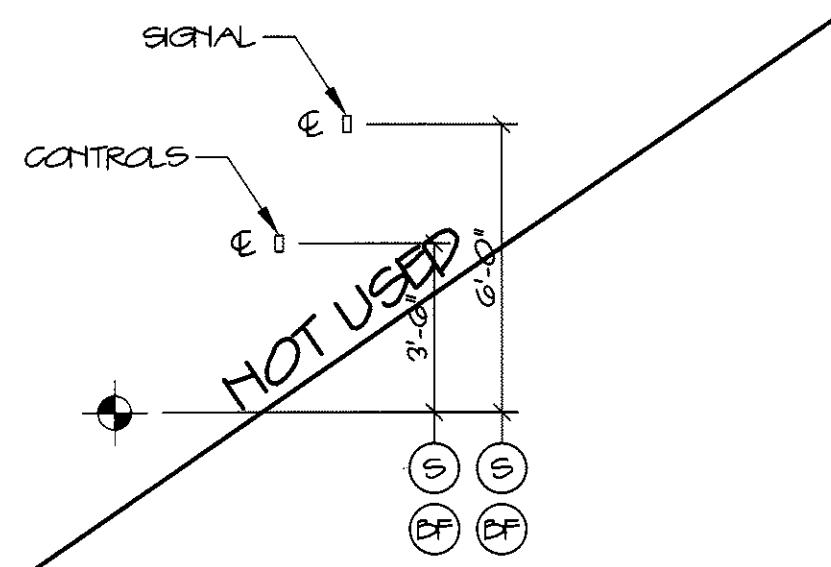
EQUIPMENT PERMITTED IN SHADED AREA DRINKING FOUNTAIN SPOUT HEIGHT AND KNEE CLEARANCE



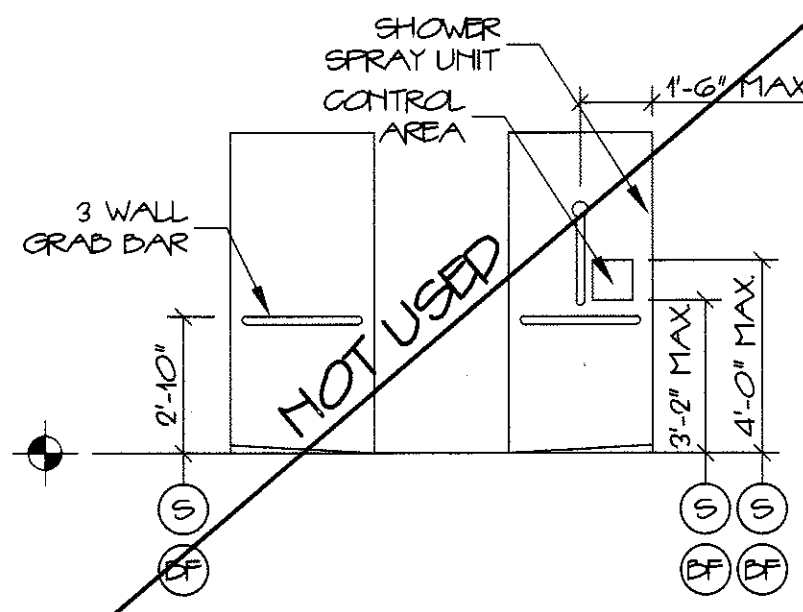
DRINKING FOUNTAIN



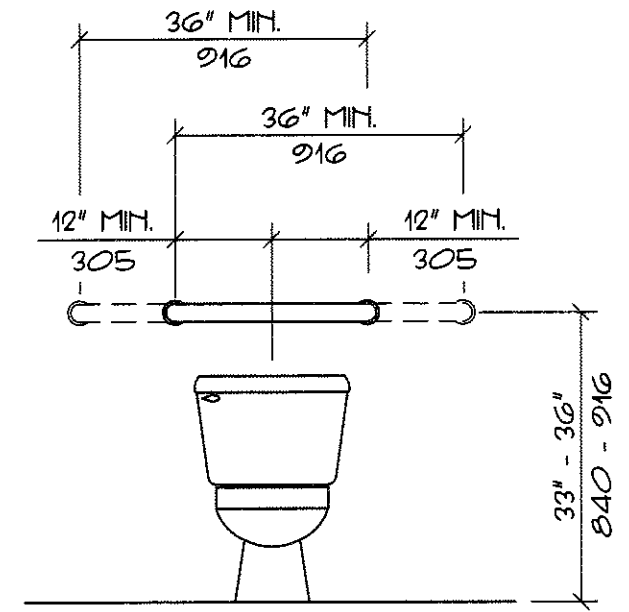
HEIGHT AND DEPTH OF URINALS



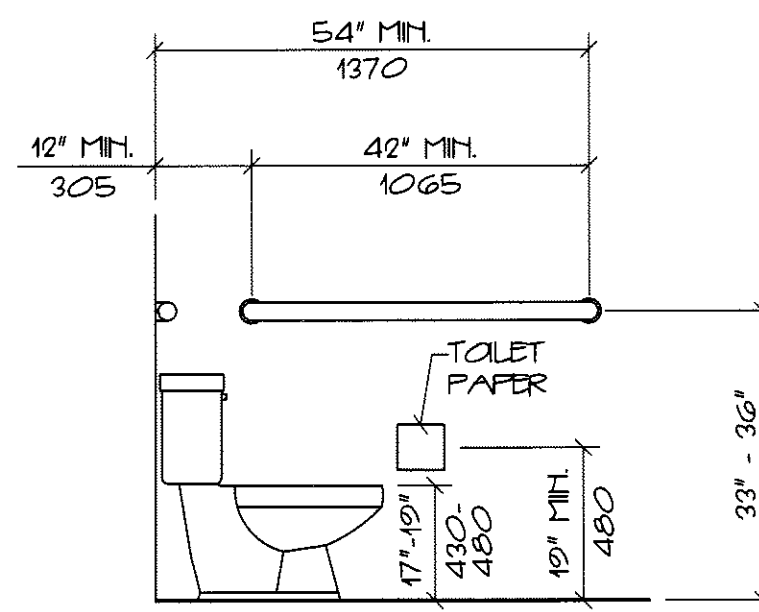
ELEVATOR CONTROLS & SIGNALS



BARRIER FREE SHOWER



GRAB BARS AT WATER CLOSETS



TYPICAL ACCESSORIES

ACCESSIBILITY ACCESSORY MOUNTING HEIGHTS

GRAB BARS	33"-36"
TOILET PAPER HOLDER	19" MIN
TOWEL BAR/PAPER TOWEL DISPENSER	48" MAX
BUILT IN PAPER TOWEL DISPENSER	48" MAX
SOAP DISH/Dispenser AT WALL	48" MAX
SANITARY NAPKIN DISPENSER	48" MAX
SANITARY NAPKIN DISPOSAL	48" MAX
MIRROR (BOTTOM)	40" MAX
SHELVES/STORAGE	48" MAX
ELECTRICAL SWITCHES/OUTLETS	48" MAX
COAT HOOKS/RODS	48" MAX
SIGNAGE (TO BRILLE COMPONENT)	60" MAX

ACCESSIBILITY GENERAL NOTES

- DOORWAYS SHALL HAVE A MINIMUM CLEAR WIDTH OF 32" WITH THE DOOR OPEN 90 DEGREES MEASURED BETWEEN THE FACE OF THE DOOR AND THE OPPOSITE STOP.
- ALL DOORS SHALL HAVE LEVER HANDLE HARDWARE, EXCEPT AT SECURED STORAGE ROOMS, MECHANICAL ROOMS, AND ELEVATOR MACHINE ROOMS.
- ALL CLOSERS SHALL BE SLD FULL MAXIMUM AT DOORS EQUIPPED WITH LEVER HANDLE HARDWARE.
- ALL DOORS WITH CLOSERS SHALL HAVE 18" CLEAR DISTANCE FROM THE LATCHSIDE OF THE OPENING TO ANY ADJACENT WALL OR OBSTRUCTION ON THE FULL SIDE OF THE OPENING.
- ALL DOORS WITH CLOSERS SHALL HAVE 12" CLEAR DISTANCE FROM THE LATCHSIDE OF THE OPENING TO ANY ADJACENT WALL OR OBSTRUCTION ON THE PUSH SIDE OF THE OPENING.
- ALL SIGNAGE SHALL BE MOUNTED 60" AFF TO BRILLE COMPONENT AT LATCH-SIDE WALL OF DOORS AND OPENINGS.

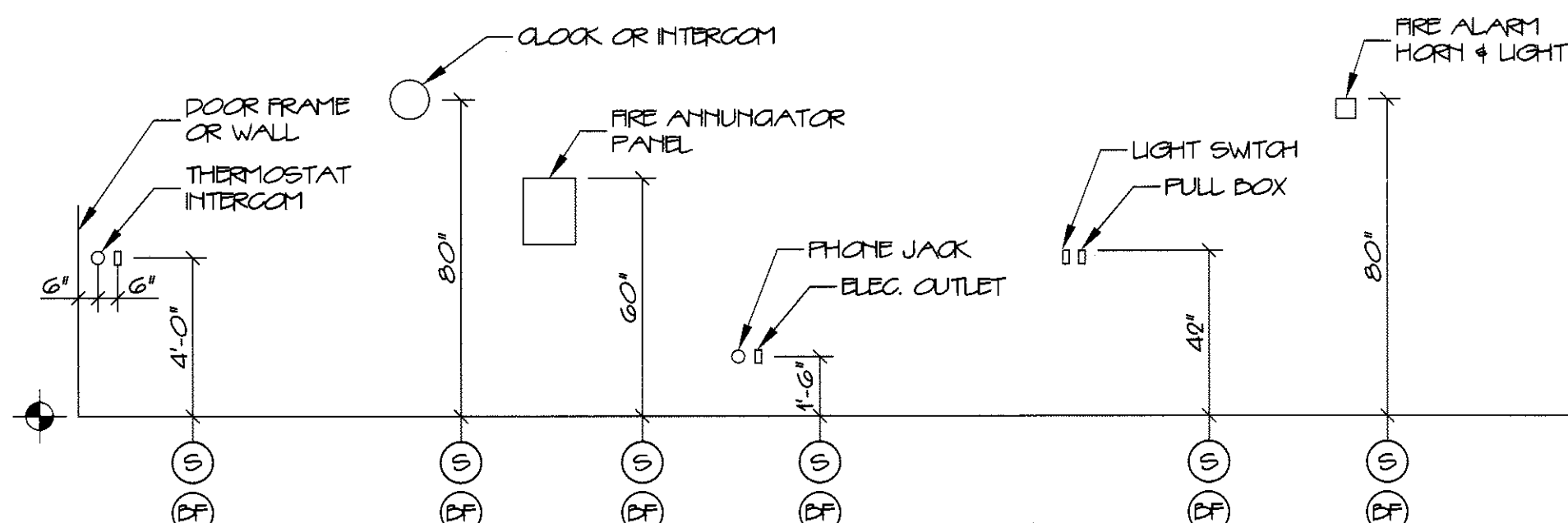
LEGEND

- (S) STANDARD MOUNTING HEIGHT
- (PF) BARRIER FREE ADULT MOUNTING HEIGHT
- (F) FINISH FLOOR LINE

NOTE

MOUNT ALL FIXTURES AT STANDARD MOUNTING HEIGHT UNLESS INDICATED ON PLAN BY A (S) SYMBOL. A (PF) SYMBOL AT ANY ROOM SHALL INCLUDE ONE OF ANY FIXTURE AND ACCESSORY WITHIN THE ROOM.

ELECTRICAL & FIRE PROTECTION DEVICES TYPICAL UNLESS NOTED OTHERWISE



G R A N T A S S O C I A T E S
 ARCHITECTURE
 INTERIOR DESIGN
 P.O. BOX 6179 FALMOUTH, MAINE 04105
 (207) 871-5900
 (207) 871-9306
 FALMOUTH, MAINE

LICENSED ARCHITECT
 MICHAEL F. HAYS
 No. 1724
 STATE OF MAINE

REVISIONS

NEW ADDITION FOR
ALLAGASH BREWING CO.
 50 INDUSTRIAL WAY PORTLAND, MAINE

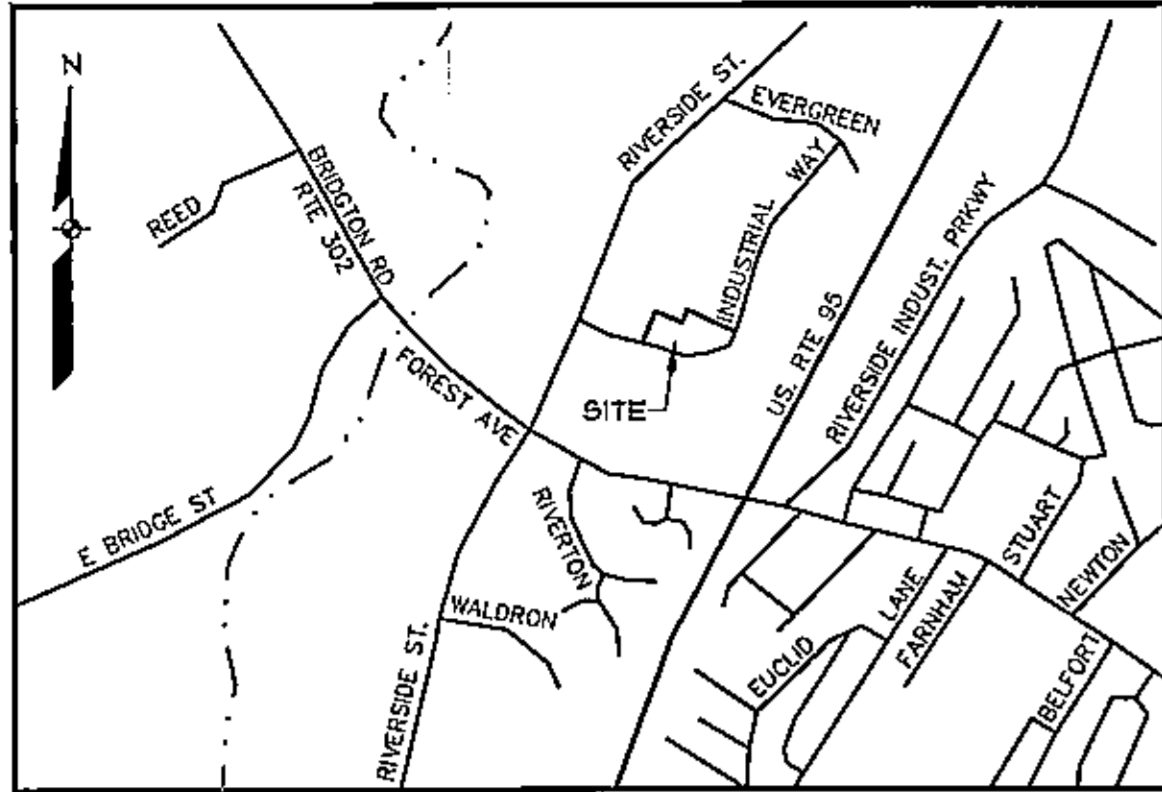
ARCHITECTURE
 INTERIOR DESIGN
 P.O. BOX 6179 FALMOUTH, MAINE 04105
 (207) 871-5900
 (207) 871-9306
 FALMOUTH, MAINE

ACCESSIBILITY
 DETAILS AND NOTES

DRAWING TITLE
A7.1

SCALE AS NOTED
 DATE 10 SEPT. 12
 DRAWN BY SAM/MPH
 JOB NO. 120701
 DRAWING NO.

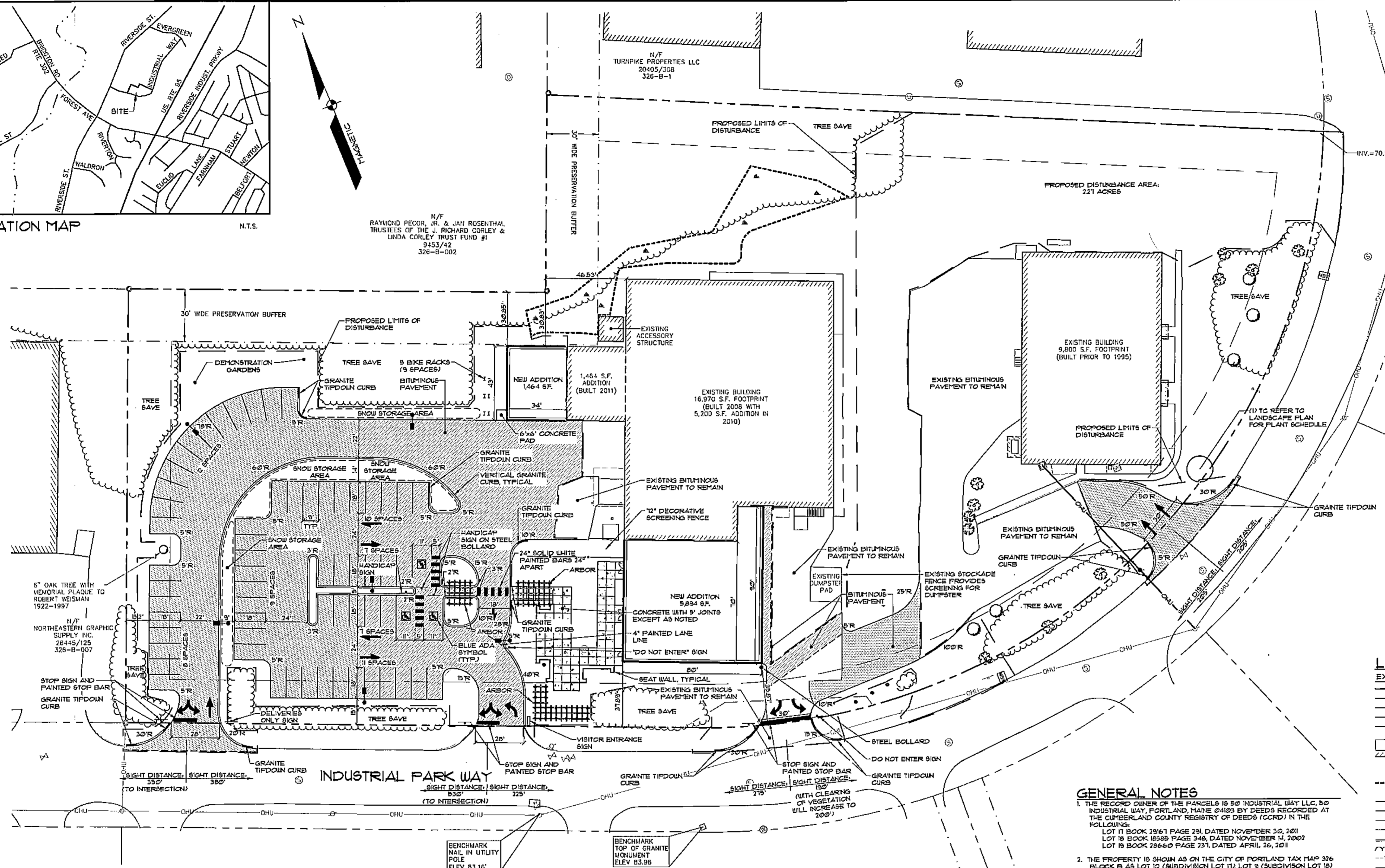
EXHIBIT D



LOCATION MAP

N.T.S.

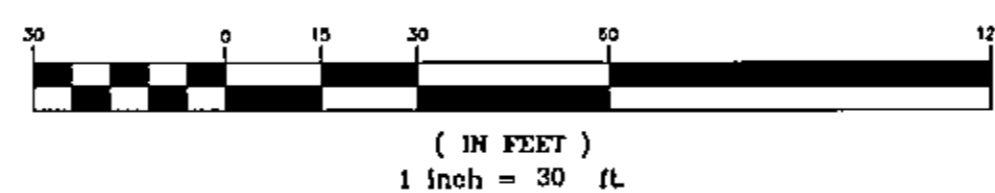
N/F
RAYMOND PECOR, JR. & JAN ROSENTHAL
TRUSTEES OF THE J. RICHARD CORLEY &
LINDA CORLEY TRUST FUND #1
9453/42
326-B-082



PARKING SUMMARY

50 INDUSTRIAL WAY RETAIL	3,230 SF	1 SPACE/100 SF (OVER 2,000 SF)	4 SPACES
OFFICE	1,130 SF	1 SPACE/100 SF	4 SPACES
PRODUCTION	22,350 SF	1 SPACE/100 SF	23 SPACES
100 INDUSTRIAL WAY WAREHOUSE	9,800 SF	1 SPACE/100 SF	10 SPACES
TOTAL REQUIRED			43 SPACES
TOTAL PROVIDED			64 SPACES

GRAPHIC SCALE

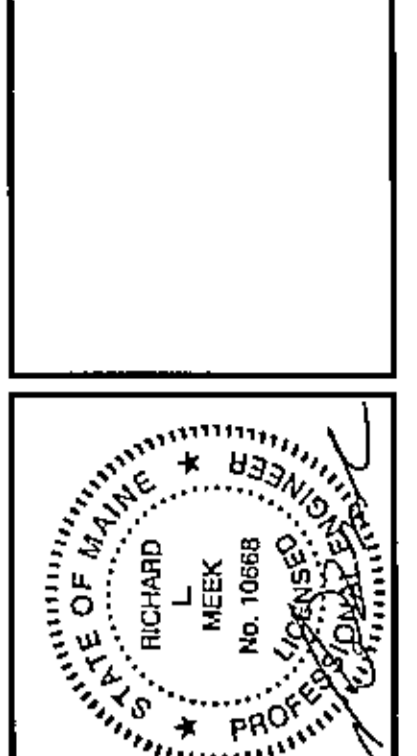


GENERAL NOTES

- THE RECORD OWNER OF THE PARCELS IS 50 INDUSTRIAL WAY LLC, 50 INDUSTRIAL WAY, FORTLAND, MAINE 04103 BY DEEDS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD) IN THE FOLLOWING:
LOT 11 BOOK 29161 PAGE 291, DATED NOVEMBER 30, 2011
LOT 18 BOOK 18385 PAGE 348, DATED NOVEMBER 14, 2007
LOT 19 BOOK 28660 PAGE 231, DATED APRIL 26, 2011
- THE PROPERTY IS SHOWN AS ON THE CITY OF PORTLAND TAX MAP 326 BLOCK B AS LOT 10 (SUBDIVISION LOT 11), LOT 9 (SUBDIVISION LOT 18) AND LOT 8 (SUBDIVISION LOT 19) IS LOCATED IN THE I1 ZONE.
- SPACE AND BULK CRITERIA FOR THE I1 ZONE ARE AS FOLLOWS:
MIN LOT SIZE NONE PROVIDED 4,401 ACRES 50.1%
MAX IMPERVIOUS RATIO 15% 15 FEET 34 FEET
MAX BUILDING HEIGHT 25 FEET 30 FEET
MIN SIDE YARD 25 FEET 30 FEET
MIN REAR YARD 25 FEET 30 FEET
MIN FRONT YARD 1 FT/1 FT. OF BLDG. HEIGHT 35.01 FEET
MIN STREET FRONTAGE 6.0 FEET 8815 FEET
PAVEMENT SETBACK 10 FEET 10 FEET
- TOTAL AREA OF PARCELS ARE AS FOLLOWS:
LOT 11 1/2-58,920 SQUARE FEET
LOT 18 1/2-13,013 SQUARE FEET
LOT 19 1/2-59,385 SQUARE FEET
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON BOUNDARY, TOPOGRAPHIC AND AS-BUILT SURVEYS PERFORMED BY SEBAGO TECHNICS, INC. FROM 2002 THROUGH 2011.
- PLAN REFERENCES:
A. RECORDING PLAT OF THE TURNPIKE INDUSTRIAL PARK BY LAND USE CONSULTANTS, DATED MARCH 28, 1996 AND LAST REVISED SEPTEMBER 9, 1996, BEING RECORDED IN THE CCRD IN PLAN BOOK 151 PAGE 61.
B. SITE PLAN SET OF PLANS OF LOT 18, TURNPIKE INDUSTRIAL PARK FOR ALLAGASH BREWING, BY SEBAGO TECHNICS, INC. (PROJECT 090911).
- PLAN ORIENTATION IS GRID NORTH, MAINE STATE PLANE COORDINATE 61616M, WEST ZONE 1802-NAD83. ELEVATIONS DEPICTED HEREON ARE NAVD83, BASED ON DUAL FREQUENCY GPS OBSERVATIONS.
- UTILITY INFORMATION DEPICTED HEREON IS COMPILED USING PHYSICAL EVIDENCE LOCATED IN THE FIELD. UTILITIES DEPICTED HEREON MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	BOUNDARY LINE/ROW	---
---	SETBACK LINE/ROW	---
---	EASEMENT	---
○	MONUMENT	○
○	IRON PIPE/ROD	○
C/L/L	CURVE/LINE NO.	C/L/L
---	BENCH-MARK	---
---	BUILDING	---
---	WETLANDS	---
---	UPLAND	---
---	EDGE WETLAND	---
---	8'GN	---
---	EDGE PAVEMENT	---
---	EDGE CONCRETE	---
---	PAVEMENT PAINT	---
---	GRAVEL ROAD	---
---	CURBLINE	---
---	TREELINE	---
---	CONTOURS	---
---	CHAIN LINK FENCE	---
○	DECIDUOUS TREE	○
○	CONIFEROUS TREE	○
○	BOLLARD	○
○	GAS	○
○	GAS GATE VALVE	○
○	GAS PETER	○
W	WATER	W
W	WATER GATE VALVE	W
W	WATER SHUT OFF	W
W	HYDRANT	W
W	WATER MANHOLE	W
W	SEWER	W
W	SEWER MH	W
W	STORM DRAIN	W
W	UNDERDRAIN	W
W	CATCH BASIN	W
W	DRAINAGE PH	W
W	CULVERT	W
W	OVERHEAD UTILITY	W
W	UNDERGROUND UTILITY	W
W	TRANSFER PAD	W
W	LIGHT POLE/WALL	W
W	UTILITY POLE	W
W	GUY	W
W	RIPRAP	W



C	RLM	09/08/12	REVISED PER CONDITIONS OF APPROVAL
B	RLM	08/10/12	REVISED PER CITY REVIEW COMMENTS
A	RLM	07/08/12	PRELIMINARY SITE PLAN SUBMISSION TO CITY
REV.	BY:	DATE:	STATUS:

SEBAGO TECHNICS
75 John Bowler Rd., Suite 1A
South Portland, ME 04106
Tel: 207-283-5868

PROJECT NO. 02245
FIELD BOOK 847
DESIGN RLM
CHKD RLM
DRAWN JAR

SITE PLAN
OF:
ALLAGASH BREWING COMPANY
INDUSTRIAL WAY
PORTLAND, MAINE
FOR:
50 INDUSTRIAL WAY, LLC
50 INDUSTRIAL WAY
PORTLAND, MAINE 04103

DATE	SCALE
08/19/12	1" = 30'

EXHIBIT E

QUITCLAIM DEED WITH COVENANT

NORTHEASTERN GRAPHIC SUPPLY, INC., a Maine corporation, for consideration paid, grants to 50 INDUSTRIAL WAY LLC, a Maine limited liability company with an address of 100 Industrial Way, Portland, Maine, 04103, with Quitclaim Covenant, the following described real property:

A certain lot or parcel of land, with any buildings and improvements thereon, situated in on the northerly side of Industrial Way, so-called, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Lot 18 as shown on a Plan entitled Turnpike Industrial Park-Riverside Street, Portland Maine, Recording Plat, made for Portland Venture Partners, 100 Silver Street, Portland, Maine, by Land Use Consultants, dated March 25, 1986, revised through September 9, 1986 and recorded in the Cumberland County Registry of Deeds, in Plan Book 157, Page 61 ("the Subdivision Plan"), to which Subdivision Plan reference is hereby made for a more particular description.

Meaning and intending to convey and hereby conveying the same premises as conveyed to Northeastern Graphic Supply by deed of Alfred H. Milliken, Jr., et als, dated June 2, 1988 and recorded in the Cumberland County Registry of Deeds in Book 8317, Page 51.

Together with an easement to benefit the above described Lot 18, over the parcel of land described hereinafter (the "Easement Area") for ingress and egress by foot and by vehicle, together with the right to construct, improve, maintain, repair, grade, excavate, fill and pave a driveway within the Easement Area for access to Lot 18, and together with the right to install within the Easement Area, both above and below ground, utility services to include, without limitation, facilities necessary or convenient for the transmission of electricity, gas, telephone communications, cable television, computer communications, sewerage and water.

The Easement Area is a fifty (50) foot wide parcel of land, being a portion of Lot 19 as shown on the Subdivision Plan, bound and described as follows:

Beginning on the northerly side of Industrial Park Way, also known as Industrial Way, at the southwesterly corner of Lot 18 as shown on the Subdivision Plan, said point also being the most southerly corner of Lot 19 as shown on the Subdivision Plan;

Thence N 29° 52' 15" E along the westerly sideline of Lot 18 and the easterly sideline of Lot 19 a distance of 90.00 feet;

MAINE REAL ESTATE TAX PAID

No. Received
Recorded Register of Deeds
Nov 15, 2002 10:01:56A
Cumberland County
Maine

Thence N 60° 03' 55" W through land of Northeastern Graphic Supply, Inc., being Lot 19 as aforesaid, a distance of 50.00 feet;

Thence S 29° 52' 15" W through land of Northeastern Graphic Supply, Inc., being Lot 19 as aforesaid, a distance of 90.00 feet to the northerly sideline of Industrial Way;

Thence S 60° 03' 55" E along the northerly sideline of Industrial Way a distance of 50.00 feet to the point of beginning.

The Easement Area consists of approximately 4,500 square feet.

The Grantor herein reserves for itself, its successors and assigns, the right to use the Easement Area in common with the Grantee for all purposes, including but not limited to, ingress and egress by foot and vehicle and the right to install and/or connect to all utilities located within the Easement Area, all of which reserved rights shall benefit the Grantor's adjoining property.

IN WITNESS WHEREOF, Northeastern Graphic Supply, Inc. has caused this instrument to be executed by Brian Kroot, its president this 14th day of November, 2002.

WITNESS

NORTHEASTERN GRAPHIC
SUPPLY, INC.

Catherine E. Decker

By: [Signature]
Brian Kroot
Its: President

State of Maine
County of Cumberland

November 14, 2002

Personally appeared before me the above named Brian Kroot, president of Northeastern Graphic Supply, Inc. and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Northeastern Graphic Supply, Inc.

Catherine E. Decker
Notary Public/Attorney at Law

Print Name CATHERINE E. DECKER

My Commission Expires N/A

QUITCLAIM DEED
With Covenant

THAT, 100 INDUSTRIAL WAY, LLC, a Maine Limited Liability Company with an office in Portland, County of Cumberland, State of Maine (Grantor) in consideration of one dollar and other valuable consideration paid by 50 INDUSTRIAL WAY LLC, a Maine Limited Liability Company with an office in Portland, County of Cumberland, State of Maine whose mailing address is 50 Industrial Way, Portland, Maine 04103 (Grantee), the receipt whereof Grantor does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said 50 Industrial Way LLC, its successors and assigns forever, the following described real estate:

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the northerly side of Industrial Way, so-called, in the City of Portland, County of Cumberland and State of Maine, and described as follows:

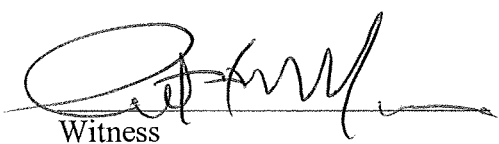
Lot 17 as shown on a Plan of Turnpike Industrial Park made for Portland Venture Partners by Land Use Consultants (Jeffrey H. McAllister, Registered Land Surveyor No. 1263), dated March 25, 1986 and recorded September 17, 1986 in the Cumberland County Registry of Deeds in Plan Book 157, page 61, to which Plan reference is hereby made for a more particular description.


Being the same premises conveyed to the Grantor herein by deed from Bruce E. Milliken dated August 29, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24314, Page 237.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to the said 50 Industrial Way LLC, its successors and assigns forever.

AND Grantor does covenant with the said Grantee, its successors and assigns, that Grantor shall and will warrant and defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Peter Colesworthy, Manager of 100 Industrial Way, LLC have hereunto set my hand and seal in my said capacity this 30th day of November, 2011.


Witness

100 INDUSTRIAL WAY, LLC
By: 
Peter Colesworthy, Its Manager

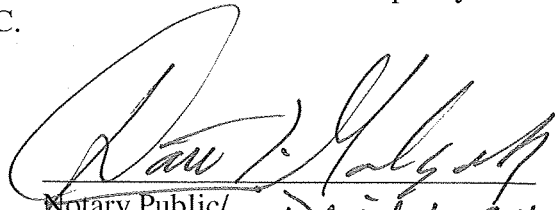
MAINE REAL ESTATE TAX PAID

State of Maine
Cumberland, ss.

November 30, 2011

Personally appeared Peter Colesworthy, Manager of 100 Industrial Way, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said 100 Industrial Way, LLC.

Before me,


Notary Public/
Attorney at Law *David L. Gallego Jr.*
Bar # 003643

Received
Recorded Register of Deeds
Dec 01, 2011 11:31:38A
Cumberland County
Famela E. Lovley

COMMERCIAL LEASE AGREEMENT

This Lease is entered into this 1st Day of November, 2010, by and between 50 INDUSTRIAL WAY LLC, a Maine limited liability company of Portland, Maine, having a mailing address of 50 Industrial Way, Portland Maine 04103 (the "Landlord"), and ALLAGASH BREWING COMPANY, a Maine corporation having a place of business in Portland, Maine and a mailing address of 50 Industrial Way, Portland Maine 04102 (the "Tenant").

WITNESSETH:

ARTICLE I. PREMISES In consideration of the rent and covenants herein reserved and contained on the part of the parties to be paid, performed, and observed, the Landlord does hereby lease unto the Tenant, and the Tenant does hereby take and hire from the Landlord, upon and subject to the terms and provisions of this Lease, the property located at or near 50 Industrial Way in the City of Portland, County of Cumberland and State of Maine, and being more particularly described and set forth on Exhibit A attached hereto (the "Premises").

ARTICLE II. TERM: OPTION TO RENEW. (a) To have and to hold the Premises for a term of five (5) years beginning on November 1, 2010 (the "commencement date") and ending on October 31, 2015 at 11:59 p.m. (the "initial term").

(b) The Landlord hereby grants and gives to the Tenant the privilege of three (3) successive extensions of this Lease at the Tenant's election, for periods of five (5) years each, commencing upon the termination of the initial term or extension term, as applicable, of this Lease. The Tenant shall exercise its election to extend by notifying the Landlord in writing at least one hundred eighty (180) days in advance of the commencement date of the applicable extension term period (the "extension term"). The five-year extension term periods shall be subject to the same terms and conditions as the initial term hereof (all references in this Lease to the "term" shall mean the initial term and/or the extension term, as applicable). Except that the rent shall be adjusted in the manner set forth in Article III of this Lease. No holding over as a tenant-at-will shall be construed by either of the parties as an exercise and/or acknowledgement of the holding under the extension term period (or waiver of written notice thereof) unless and except the actual exercise of such extension thereafter be acknowledged in writing by the Tenant.

ARTICLE III. RENT. (a) The Tenant covenants and agrees to pay to the Landlord at the address of the Landlord set forth hereinabove or at such other place as the Landlord may by notice in writing from time to time direct, annual rent in the amount of Two Hundred Forty-Seven Thousand, Two Hundred Dollars (\$247,200.00), payable in 12 equal monthly installments of Twenty Thousand, Six Hundred Dollars Per Month (\$20,600.00), payable in advance without demand, offset or deduction, on the first day of each and every calendar month during the initial term of this Lease and prorated for the fraction of any month, except that on the first rent day, the Tenant shall also pay rent at said rate for any portion of the preceding calendar month included

in the term of this Lease. In the event the Tenant elects to extend the term pursuant to Article II (b) above, the Tenant shall pay base rent as aforesaid at an annual rate equal to the then current market rate agreed to by the Landlord and the Tenant but in no event less than the base rent for the last year of the previous five (5) year term. Subject to the foregoing, in the event the Landlord and the Tenant do not agree to the annual rent for the applicable extension term at least one hundred twenty (120) days prior to commencement of such extension term, then the annual amount of base rent shall be equal to the annual base rent in effect during the previous five (5) year period increased by the rate of inflation for the preceding sixty (60) month period beginning with the commencement date, as measured by the CPI. The "CPI" means the Consumer Price Index for All Urban Consumers (1982-84=100) for Boston, Massachusetts, All Items as issued by the Bureau of Labor Statistics of the United States Department of Labor.

(b) It is the intent of this Lease that the base rent be absolutely net to the Landlord and that the Tenant pay all costs and expenses associated with the Premises, of whatever kind or nature, during the term of this Lease, including, without limitation, all taxes, assessments and utilities relating to the Premises. The Tenant agrees that interest shall accrue on any overdue rent and other charges payable by the Tenant to the Landlord under this Lease at the rate of eighteen percent (18%) per annum.

ARTICLE IV. CONDITION OF PREMISES. The Tenant acknowledges that it has inspected the Premises prior to its occupation thereof, is satisfied with their condition and accepts them in "as is" condition. The Landlord shall have no obligation to perform any improvements to the Premises during the term of this Lease.

ARTICLE VI. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. The Tenant shall make no alterations, additions or improvements in or to the Premises without the Landlord's prior written consent except for brewery and warehouse fit-up in connection with the normal business operations associated with the use described in Article V above.

ARTICLE VII. TENANT'S FIXTURES. All operating equipment and trade fixtures installed by the Tenant in the Premises shall be, and remain, the property of the Tenant and may be removed at any time during or at the expiration of the term of this Lease; provided, however, that the Tenant shall, at or before the expiration of the term of this Lease, remove said operating equipment and trade fixtures and in the case of damage by reason of such removal, restore the Premises to substantially the same order and condition as existed at the beginning of the term of this Lease; and provided further that all plumbing, electrical, wiring, water, sewer, heating, ventilating, and air conditioning equipment and systems, and other permanent improvements, whether or not installed by the Tenant, shall be and remain the property of the Landlord and may not be removed by the Tenant.

ARTICLE VIII. TAXES, UTILITIES. (a) The Tenant shall during the term hereof pay to the Landlord, as an additional charge, all of the real estate taxes imposed or levied against the Premises for each tax year or portion thereof during the term of this Lease. The payment for each tax year or portion thereof shall be made to the Landlord within ten (10) days after the tenant shall have received from the Landlord a copy of the Landlord's tax bill. Upon receipt of such payment, the Landlord shall pay the taxes due to the taxing authority if they have not

already been paid. The expression "real estate taxes" used herein shall mean all ad valorem taxes imposed or assessed by any public authority having jurisdiction, which upon assessment or upon failure of payment become a lien upon the Premises (including personal property), and shall include betterment assessments assessed upon the Premises during the term, but shall exclude all income taxes, excess profits taxes, franchise taxes, and estate, succession, and inheritance taxes.

The Tenant shall also pay one hindered percent (100%) of all taxes upon its signs, equipment and other personal property in or upon the Premises, Real estate taxes imposed or levied against the Premises for the tax years which include the commencement date or termination date of the term of this Lease. Shall be apportioned pro rata between the Landlord and the Tenant on the basis of the portions of such tax years occurring after the commencement date or prior to the termination date of the term of this Lease. The Landlord agrees that the Tenant shall have the right to contest the amount or legality of any real estate or other ad valorem or personal property taxes, or other taxes or charges which the Tenant is obligated to pay and make application for the reduction thereof, or of any assessment upon which the same may be based, and the Landlord agrees at the request of the Tenant to execute or join in the execution of any instruments or documents necessary in connection with such contests or application, all at the Tenant's expense.

(b) The Tenant shall pay all costs and expenses for gas, electricity, heat, oil, and other fuels or utilities, including water and/or sewer charges, and all other utilities furnished to or used in connection with the Premises for any purposes whatsoever during the term of this Lease, promptly as each thereof shall become due and payable.

(c) The Tenant's obligation to pay real estate taxes accrued during the term and to pay for all utilities used at the Premises during the term shall survive the expiration or termination of this Lease.

ARTICLE IX. REPAIRS AND MAINTENANCE. The Tenant shall, at its own cost and expense, keep and maintain the entire Premises, including the equipment and the buildings and improvements situated thereon, in good order, condition and repair throughout the term of this Lease. Without limiting the foregoing, the Tenant shall keep such buildings weather-tight, shall maintain in good order and condition and repair the walls, structural frame, foundation, roofing, downspouts and gutters thereof, the storm waterlines, plumbing, sewage, heating, electrical, gas and air conditioning or any other utility or drainage systems within or servicing the Premises or the buildings thereon and any paved areas, equipment, sprinkler systems, exterior lights or signs on the Premises (including snow and ice removal in a timely manner), and shall make all necessary repairs, alterations, and improvements whether ordinary, extraordinary, foreseen or unforeseen, including any which may be required by any laws, ordinances, orders or regulations or any public authority having jurisdiction over the Premises or the Tenant's use and occupation thereof, including, without limitation, those relating to the accessibility and usability of the accommodations, facilities and services located on the Premises and in the buildings thereon, and including, without limitation, any repair, alteration or improvement required after the commencement date. Before making any structural or nonstructural alterations, additions or improvements to the Premises or the buildings thereon, including any required by this article IX, the Tenant shall obtain the prior written consent of the Landlord based on detailed plans and

specifications to be submitted to the Landlord for approval; provided however that the Tenant may, from time to time at its expense, redecorate the Premises with obtaining such consent. All renovations, alterations, additions and improvements shall be done in a good and workmanlike manner. The Landlord shall have no maintenance or repair obligations for the Premises during the term of this Lease, including without limitation any obligation to maintain or repair the walls, structural frame, foundation, roof, plumbing, sewage, heating, electrical, or other utility or drainage systems or to make any capital expenditures whatsoever.

ARTICLE X. SUBLETTING AND ASSIGNMENT. The Tenant shall not assign this Lease, nor sublet the Premises in whole or in part, without the prior written consent of the Landlord and shall not permit the Tenant's interest in this Lease to be bested in any other party by operation of law or otherwise. Notwithstanding any assignment of this Lease or subletting of the Premises, the Tenant shall remain directly and primarily liable under this Lease.

ARTICLE XI. INSURANCE; DAMAGE AND DESTRUCTION. (a) During the term of this Lease, the Tenant, at its sole cost and expense shall keep the buildings and improvements upon the Premises (including the equipment and the personal property) insured against loss or damage by fire or any of the other casualties under a so-called "all risk" policy in an amount at least equal to the replacement cost thereof, exclusive of excavation, foundations, and floorings and with demolition cost and additional cost of construction endorsements. The Tenant shall, upon request of the Landlord, deposit with the Landlord certificates of such insurance on or before the commencement date, and such policies shall name the Landlord as additional insured. Each policy of such insurance shall name as the insured thereunder the Landlord and the Tenant, and all such certificates shall require the respective insurers to give thirty (30) days prior written notice to the Landlord prior to any cancellation or reduction of coverage. All insurance proceeds recovered on account of any destruction or damage to the buildings and improvements upon the Premises shall be paid to the Landlord and shall thereafter, subject to the escrow procedure described below, be disbursed to the Tenant by the Landlord to be applied to the cost of repair and restoration of the Premises as provided in this article XI; provided, however that in the event that this Lease shall be terminated by reason of any fire or casualty, the insurance proceeds shall be retained by the Landlord. If this Lease shall not be terminated following any casualty and if the insurance proceeds shall be less than Twenty-Five Thousand Dollars (\$25,000.00), the same shall be paid over to the Tenant to be applied to repair and restoration as aforesaid, provided that if such insurance proceeds shall be in excess of said amount, the same shall be held by the Landlord and disbursed to the Tenant as the work of repair and restoration progresses, upon certificates of the architect or engineer supervising such work that the disbursements then sought, plus all prior disbursements, do not exceed the costs of such work completed to the date of such certificate and the balance is sufficient to pay for the estimated cost of completing such work. The Tenant further agrees at all times during the term of this Lease, at its sole cost and expense, to carry and pay for rental value insurance (covering loss or damage by fire with extended coverage) in an amount equal to at least the base rent value for one (1) year, plus, for one (1) year, the reasonably estimated real estate taxes, assessments, and other charges attributable to the Premises. The policy shall be written in favor of the Landlord and the Tenant, as their interest may appear, but with loss payable to the Landlord. The original policy shall be delivered to the landlord, and not later than ten (10) days prior to its expiration, the Tenant shall deliver renewal

policies together with due proof of payment of premiums thereon. In the event of damage or destruction of the Premises by as risk comprehended within the policy, the proceeds of the rental value insurance paid to the Landlord shall be held by the Landlord as security for the payment of the rental, additional charges, and other charges due for the period of time for which the loss was paid.

(b) In the event the whole or any part of the buildings and improvements upon the Premises shall be destroyed or damaged by fire or other casualty after the date of execution hereof to the extent the restoration of the premises and the buildings and improvements thereon to substantially the condition in which they were immediately prior to such destruction and damage is not possible, as reasonably estimated, within ninety (90) days following such destruction or damage, than this Lease may be terminated and ended at the election of either the Landlord or the Tenant (and in the case of termination by the Tenant, provided that notice in writing of such election shall be sent to the Landlord within thirty (30) days after such destruction or damage as aforesaid). Upon termination as aforesaid, this Lease and the term hereof shall cease and come to an end; provided however that the Tenant shall be permitted a reasonable period of time thereafter to remove its property. If such destruction or damage to the Premises is such that neither the Landlord nor the Tenant shall have the right to terminate this Lease, or in the event that having such right, neither shall elect to terminate this Agreement as aforesaid within the time provided, the Tenant shall proceed to repair and restore the Premises and the buildings and improvement thereon to substantially their condition prior to such damage or destruction.

(c) The Landlord and the Tenant each releases the other and the trustees, directors, officers, employees and representatives of the other, from any liability or responsibility (to the other or anyone claiming through or under them by subrogation or otherwise) for any damage caused by fire or other insured casualty to the extent of any insurance recovery even is such fire or casualty shall have been caused by the fault or negligence of the other party or anyone for whom the other party is responsible, provided that if the releaser shall carry insurance upon its property, this release shall be in force and effect only with respect to damage occurring during such time as the releaser's policies of fire and casualty insurance shall contain a clause to the effect that said release shall not affect said policies or the right of the releaser to recover thereunder. The Landlord and the Tenant each agrees that its fire and casualty insurance policies shall include such a clause so long as the same is obtainable and is includable at nominal or no extra cost. If extra cost is chargeable therefore, each party shall advise the other thereof and of the amount of the extra cost and the other party, at its election, may pay the same but shall not be obligated to do so.

ARTICLE XII. INDEMNITY AND PUBLIC LIABILITY INSURANCE. (a) The Tenant shall, from and after the date of execution of this Lease, defend, indemnify and hold harmless the Landlord (together with affiliates and officers, directors, managers, members, employees and agents of the Landlord and its affiliates) from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits, and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of damage to any property or death or injury to any person sustained on the Premises, or arising

(directly or indirectly) out of or in connection with the possession, use, occupation or control of the Premises, and from and against all Liabilities arising out of damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of, or work performed by, the Tenant, its agents, employees, licensees or contractors. In claims against any person or entity indemnified under this Article by an employee of the Tenant, its licensee or contractor, anyone directly or indirectly employed by them, or attributable for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Tenant or its licensee or contractor under workers' or workmen's compensation acts, disability benefit acts or other employees benefit acts, and solely for purposes of this indemnity the Tenant hereby waives any immunity or any such limitation provided by any such act. This Article shall survive the expiration or termination of this Lease.

(b) In addition to the foregoing indemnity, the Tenant shall maintain with respect to the Premises public liability insurance having a combined single limit coverage of not less than Three Million Dollars (\$3,000,000.00) for injury to, or death of, one or more persons in a single accident of occurrence, and property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00) in companies qualified to do business in the State of Maine under a policy or policies insuring the Landlord, the Tenant and any designee of the Landlord against injury to persons or damage to property as herein provided, all of said policies to be written on an occurrence basis, and to contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the Landlord, and that any coverage carried by the Landlord shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of the Tenant under this Lease.

(c) The Tenant shall, upon request of the Landlord, deposit with the Landlord, certificates of such insurance at or prior to the commencement of the term of this Lease, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall, to the extent obtainable, provide that the policies may not be cancelled without at least ten (10) days prior written notice to each insured.

ARTICLE XIII. INSPECTION OF PREMISES. The Landlord and its agents and representatives shall have the right to enter into or upon the Premises or any part thereof at all reasonable hours for the purpose of examining the same or performing work permitted to be performed by the Landlord by the terms hereof, or for the purpose of showing said Premises to prospective purchasers, mortgagees or lessees, provided such entry shall not unreasonably interrupt the business of the Tenant or cause damage to the Tenant's property.

ARTICLE XIV. SUBORDINATION. The Tenant shall, at the request of the Landlord, subordinate this Lease to the lie of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part irrespective of the time of execution or the time of recording any such mortgage or mortgages, and the Tenant agrees, at the request of the Landlord, to execute and documents which may be requested by a prospective mortgagee acknowledging such subordination; provided, however, that any such documents shall provide that in the event such mortgagee shall foreclose its mortgage or otherwise succeed to the interest of the Landlord in the Premises, such mortgagee shall recognize this Lease and the Tenant's right

hereunder, subject to the provisions of this Lease concerning the Tenant's defaults, and the Tenant shall recognize and attorn to such holder, its successors and assigns, as the Landlord hereunder.

ARTICLE XV. SIGNS. The Tenant shall not place, install or maintain any sign, symbol, advertisement of similar device, visible to public view from outside the Premises without first obtaining the Landlord's approval as to the size, location, design and appearance thereof. Any sign erected by the Tenant shall be created at the Tenant's expense and in conformity with applicable laws and ordinances.

ARTICLE XVI. TENANT'S COVENANTS. The Tenant covenants and agrees as follows: (a) to pay when due the said rent at the times and in the manner aforesaid, together with interest at the rate of eighteen percent (18%) per annum on any installment of rent which is more than five (5) days overdue; (b) to procure any licenses and permits required for any use made of the Premises by the Tenant; (c) to store all trash and garbage in appropriate containers; (d) not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance, nor to permit any act or thing to be done on the Premises which shall constitute a nuisance or which may make void or void able any insurance on the Premises; (e) to comply, at the Tenant's cost and expense, with all present or future laws, codes, ordinances, rules and regulations of any governmental body or agency having jurisdiction over the Premises or the Tenant's use thereof; (f) to promptly pay when due the entire cost of any work to the Premises undertaken by the Tenant so that the Premises shall at all time be free of liens for labor and materials, to do all of such work in a good and workmanlike manner, employing material of good quality and complying with all applicable building codes and other governmental requirements; and to defend the Landlord and save the Landlord harmless and indemnified from injury, loss, liability, claims or damage to any person or property occasioned by or arising out of such work; (g) not to burn any trash on or near the Premises or to cause any offensive odors to be emitted from the Premises; (h) not to permit or cause to be used on the Premises any device such as a Public Address System or any excessively bright lights which change, flash or flicker, or any similar devices, the effect of which shall be visible or audible from outside the Premises; and (i) to pay all costs and expenses incurred by the Landlord in enforcing the provisions of this Lease in the event of any breach or default by the Tenant, including reasonable attorneys' fees.

ARTICLE XVII. DEFAULT. This Lease is made on the condition that if the Tenant shall fail to pay any installment of rent within ten (10) days after the same shall be due and payable, or if the Tenant shall neglect or fail to perform or observe any of the terms, provisions, conditions, and covenants herein contained, and on the Tenant's part to be performed, or observed for a period of thirty (30) days after the Landlord shall have given the Tenant notice of such neglect or failure, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of the Tenant's property, which appointment is not stayed or terminated within sixty (60) days, or if the Tenant commits any act of bankruptcy, or if a petition is filed by the Tenant under any bankruptcy or insolvency law, and the same shall not be dismissed within sixty (60) days from the date upon which it is filed, then, and in any of said cases, the Landlord lawfully may immediately, or at any time thereafter, and without demand or notice or the necessity of compliance with any statute in any manner relating to the summary process, enter upon the

Premises and repossess the same and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any rights or remedies which might otherwise be used for arrears of rent or previous breach of covenant, and upon such entry, all rights of the Tenant under this Lease shall terminate; and the Tenant covenants that in case of such termination, the Tenant shall forthwith pay to the Landlord, as damages, a sum equal to the amount by which the discounted present value of the rent for the term of this Lease exceeds the fair rental value of the Premises for the remainder of the term of this Lease, and, in addition thereto, will, during the remainder of the term of this Lease, pay to the Landlord on the last day of each calendar month the difference, if any, between the rental which would have been due for such month had there been no such termination and the sum of the then future value of the amount being received by the Landlord as rent from occupants of the Premises, if any, and the applicable pr-rated amount of the damages previously paid to the Landlord. The Tenant shall also remain liable for all unpaid rent accrued prior to the date of termination.

The Tenant shall also pay to the landlord such reasonable expenses as the Landlord may incur in connection with re-letting, including but not by way of limitation, legal expenses, attorneys' fees, brokerage and advertising costs, and expenses for keeping the Premises in good order or for preparing same for re-letting.

No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate, and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, and every power and remedy given by this Lease may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the Tenant or the Landlord, as the case may be, shall impair any such right or power, or shall be construed to be a waiver of any such default by the Tenant hereunder, shall not constitute a waiver of such default. No termination of this Lease, prior to the normal ending thereof, by lapse of time or otherwise, shall affect the Landlord's right to collect rent for the period prior to the termination thereof.

ARTICLE XVIII. WAIVERS. The receipt of rent by the Landlord, with knowledge of any breach of this Lease by the Tenant or of any default on the part of the Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. Failure of either party 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 any of its rights hereunder. No waiver by either party at any time, express or implies, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by the Tenant shall require the consent or approval of the Landlord, the Landlord's consent to, or approval of, such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

ARTICLE XIX. NOTICES. All notices and other communications authorized or required hereunder shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, with postage prepaid, addressed to the party for whom it is intended at the address set forth above, or at such other address or addresses as either party may hereafter designate by notice to the other.

ARTICLE XX. 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 in force to the fullest extent permitted by law.

ARTICLE XXI. PARTIES. Any pronoun used herein shall be read in the singular or plural number and in such gender as the context may require. Except as otherwise provided in this Lease, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns, respectively of the Landlord and the Tenant. The word "Landlord" as used herein shall mean only the owner for the time being of the Landlord's interest in this Lease and such owner and each succeeding owner shall be liable hereunder only during the period of its respective ownership. It is agreed that the Landlord hereunder, or any person having a beneficial interest in the Premises, shall not be personally liable under this Agreement in any way whatsoever to the Tenant beyond its or their interest in the Premises, and the Tenant shall be entitled to look only to the Premises, including any insurance proceeds there from, for collection of any judgment for money damages against Landlord. Furthermore, if the Landlord or any successor in interest of the Landlord shall be a mortgagee in possession, or an individual, joint venture, trust, tenancy in common, corporation, limited liability company or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee in possession, or such individual or on the part of the stockholders of such corporation or the members of such partnership, joint venture or limited liability company or the beneficiaries of such trust with respect to any of the terms, covenants and conditions of this Lease, and the Tenant shall look solely to the equity of the Landlord, or such successor in interest in the estate of the Landlord in the Premises, including insurance proceeds, for the satisfaction of each and every remedy of the Tenant in the event of any breach by the Landlord, or by such successor in interest, of any of the terms, covenants and conditions of this Lease to be performed by the Landlord; such exculpation of personal liability to be absolute and without any exception whatsoever. The foregoing shall not prohibit the Tenant from bringing any action for specific performance or for injunctive relief.

ARTICLE XXII. SELF-HELP. If the Tenant shall default in the performance of observance of any agreement, condition or other provision in this Lease contained on its part to be performed or observed, and shall not cure such default within fifteen (15) days after notice in writing from the Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), the Landlord may, at its option, without waiving any claims for breach of agreement, at any time thereafter cure such default for the account of the Tenant and the Tenant shall

reimburse the Landlord for any amount paid and any expense or contractual liability so incurred, and any amounts due hereunder from the Tenant shall be deemed additional rent due and payable with the next installment of rent; provided, however, that the Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, but after notice to the Tenant, if it is necessary to protect the Premises if its interest therein, or to prevent injury or damage to persons or property.

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

ARTICLE XXIV. EMINENT DOMAIN. (a) If the entire Premises is taken by any public authority under the power of eminent domain or taken in any manner for any public or quasi-public use or conveyed in lieu of such taking, or in any portion of the Premises is so taken or conveyed so as to render the Premises permanently unusable by the Tenant for the purposes intended, then the term of this Lease shall cease as of the day possession shall be taken by such public authority or the date of the conveyance, and the rent and other sums payable hereunder shall be duly apportioned as of the date of such taking or conveyance. All damages awarded for the value of the Premises shall belong to and be the property of the Landlord; provided, however, that the Tenant shall be entitled to any portion of the award attributable to any capital improvements, additions, modification or replacements constructed or installed by the Tenant at the Tenant's cost.

(b) If only a portion of the Premises is taken by any public authority under power of eminent domain or taken in any manner for any public or quasi-public use or conveyed in lieu thereof and this Lease is not terminated pursuant to article XXIV, paragraph (a), this Lease shall continue in full force and effect and the Landlord shall make an equitable adjustment of the rent payable by the Tenant.

ARTICLE XXV. HOLDING OVER. In the event that the Tenant shall continue in occupancy of the Premises after the expiration of the term of this Lease, such occupancy shall not be deemed to extend or renew the term of this Lease, but, at the option of the Landlord, such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions, and conditions herein contained and at twice the rental in effect during the term of this Lease, prorated and payable for the period of such occupancy. This Article shall not be construed as giving the Tenant any right to hold over after the expiration of the term of this Lease.

ARTICLE XXVI. EXONERATION OF LANDLORD. The Tenant agrees that the Landlord shall not be liable to the Tenant of anyone claiming under the Tenant for any damage to property or injury (including death to any person on or near the Premises that has been occasioned by or through (i) the failure of the water supply or of any other utility servicing the premises; (ii) the action, whether direct or indirect, of the elements; (iii) malicious mischief or

vandalism; or (iv) any other cause whatsoever unless the same shall be caused by or result from the affirmative acts or gross negligence of the Landlord.

ARTICLE XXVII. CAPTIONS. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease nor the intent of any provision hereof.

ARTICLE XXVIII. LANDLORD'S RIGHT TO SELL. The Landlord shall have the right to sell, assign, transfer or otherwise alienate its interest in the Premises. Upon such sale, assignment, transfer or alienation, the new owner shall succeed to all of the Landlord's obligations hereunder. In exchange for such new owner's written assumption of this Lease, the Tenant shall be bound to the new owner to the same extent as it was bound to the Landlord. At such time, upon written assumption of this Lease by the new owner, the Landlord hereunder shall be entirely freed and relieved of any obligation or responsibility under this Lease first arising after the date of such assumption.

ARTICLE XXIX. LEASE NOT TO BE RECORDED. The Landlord and the Tenant agree that this Lease shall not be recorded. Upon execution of this Lease, the Landlord shall execute and deliver to the Tenant a Memorandum of Lease in recordable form, which may be recorded by the Tenant at the Tenant's expense.

ARTICLE XXX. QUIET ENJOYMENT. Upon payment by the Tenant of the rent and other sums reserved in this Lease and provided to be paid by the Tenant and upon the observance and performance by the Tenant of all of the covenants, agreements, terms and conditions of this Lease on the Tenant's part to be observed and performed, the Tenant shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption.

ARTICLE XXXI. NO BROKERS. The Landlord and the Tenant agree that no brokers have been involved in this Lease, and each agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses that either party may suffer as a result of claims made or suits brought by any broker in connection with this Lease and the transactions contemplated hereby, the obligated party hereunder to be the party whose conduct gives rise to such claim.

ARTICLE XXXIII. HAZARDOUS MATERIALS. (a) Without limiting the requirements contained elsewhere in this Lease, the Tenant shall, from and after the commencement date, with respect to any Hazardous Materials affecting the Premises (i) identify and handle all Hazardous Materials on, from or affecting the Premises in accordance with all applicable federal, state and local laws, regulations, rules, ordinances and policies and in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) defend, indemnify and hold harmless the Landlord and its affiliates, and the employees, agents, officers and directors of any of them, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous

Materials which are on, from, or affecting the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises; (e) any lawsuit brought or threatened, settlement reached or government order relating to Hazardous Materials on, from or affecting the Premises, and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Landlord which are based upon or in any way related to Hazardous Materials on, from or affecting the Premises.

(b) For purposes of this Lease, the term "Hazardous Materials" includes, without limit, any flammables, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos or related materials, including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (19 U.S.C. § 1801, et seq.), the Resource Conservation and Recover Act, as amended (42 U.S.C. § et seq.), applicable state statutes, and in the regulations adopted and publications promulgated pursuant thereto. In addition to the foregoing, the Tenant shall provide the Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Premises and shall give the Landlord written notice of its discovery or release of any Hazardous Materials on, upon, under, from or into the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities the Tenant may have under this Lease, at common law or otherwise and shall survive the termination or expiration of this Lease.

(c) The Tenant acknowledges that the Landlord requires the Premises to be and remain in compliance with applicable environmental laws, regulations, rules, ordinances and policies and that the Landlord has a direct interest in such matters and, therefore, without limiting the Tenant's obligations under this Article or otherwise, or the Landlord's rights of self-help under this Lease or otherwise, the Tenant agrees that the Landlord may, but shall be under no obligation to, undertake some or all of the matters referred to in the foregoing paragraph (a) on behalf of the Tenant, upon giving the Tenant written notice, and thereupon the Tenant shall have no further right undertake such matters itself but shall continue to be liable to the Landlord pursuant to the Tenant's indemnity.

ARTICLE XXXIV. GOVERNING LAW. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

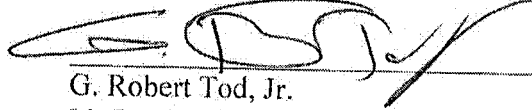
ARTICLE XXXV. TENANT'S AUTHORITY. The Tenant warrants and represents that the Tenant has the legal power and authority to lease the Premises, and that the execution and delivery of, and the performance of all obligations under this Lease and any financing or other documents executed at the time of the execution of this Lease by the Tenant, have been duly authorized by all necessary action of the Tenant and do not and will not require any consent or approval or any person and do not and will not result in a breach of, or constitute a default under, and indenture, loan or credit agreement, mortgage, deed of trust, or other agreement to which the Tenant is a party or by which Tenant may be bound.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above mentioned.

WITNESS:

ALLAGASH BREWING COMPANY

Elin MacShogor-Jarbes



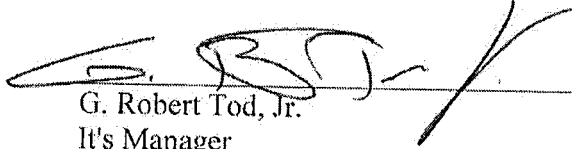
G. Robert Tod, Jr.
It's President

"Tenant"

WITNESS:

50 INDUSTRIAL WAY LLC

Elin MacShogor-Jarbes



G. Robert Tod, Jr.
It's Manager

"Landlord"

Three certain lots or parcels of land, with any buildings and improvements thereon, situated on the northerly side of Industrial Way, so-called, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Lot 17, Lot 18 and Lot 19 as shown on a Plan entitled Turnpike Industrial Park-Riverside Street, Portland, Maine, Recording Plat, made for Portland Venture Partners, 100 Silver Street, Portland, Maine, by Land Use Consultants, dated March 25, 1986, revised through September 9, 1986 and recorded in the Cumberland County Registry of Deeds, in Plan Book 157, Page 61 ("the Subdivision Plan"), to which Subdivision Plan reference is hereby made for a more particular description.

Received
Recorded Register of Deeds
Sep 25, 2012 12:37:31P
Cumberland County
Pamela E. Lovley

EXHIBIT F

