

Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

**BUILDING INSPECTION
PERMIT**

PERMIT ISSUED
Permit Number: 100453
MAY 27 2010
CITY OF PORTLAND

This is to certify that Aim One Industrial Way Llc /r/a
has permission to Commercial / Change of use from warehouse to micro brewery (Maine Beer Company)
AT Industrial Way CBL 327A A001001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept. _____
Appeal Board _____
Other _____

Department Name

[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-0453	Issue Date:	CBL: 327A A001001
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Location of Construction: 1 Industrial Way (Unit 3)	Owner Name: Aim One Industrial Way Llc	Owner Address: 123 South Orange St	Phone:
Business Name: Maine Beer Company	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: JM

Past Use: Commercial / Warehouse	Proposed Use: Commercial / Change of use from warehouse to micro brewery (Maine Beer Company).	Permit Fee: \$105.00	Cost of Work: \$30.00	CEO District: 5
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>w/condition</i> <i>5/10/10</i> Signature: <i>[Signature]</i>	INSPECTION: Use Group: <i>F-2/S2</i> Type <i>3B</i> Signature: <i>[Signature]</i> <i>5/25/10</i>
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Proposed Project Description:
Commercial / Change of use from warehouse to micro brewery (Maine Beer Company).

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Signature:	Date:	

Permit Taken By: gg	Date Applied For: 04/30/2010
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Zoning Approval

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>5/16/10</i>
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Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:

Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT _____ ADDRESS _____ DATE _____ PHONE _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ DATE _____ PHONE _____

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-0453	Date Applied For: 04/30/2010	CBL: 327A A001001
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Location of Construction: 1 Industrial Way	Owner Name: Aim One Industrial Way Llc	Owner Address: 123 South Orange St	Phone:
Business Name: Maine Beer Company	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial / Change of use from warehouse to micro brewery (Maine Beer Company).	Proposed Project Description: Commercial / Change of use from warehouse to micro brewery (Maine Beer Company).
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 05/06/2010

Note: Only needs one parking space - office area is 300sf. Manufacturing area is under 3000 sf (1200sf). Ample parking in site. **Ok to Issue:**

- 1) This permit is being issued with the condition that all the performance standards for the I-M zone shall be met including odor [section 14-252].
- 2) Separate permits shall be required for any new signage.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 05/25/2010

Note: **Ok to Issue:**

- 1) It is understood when the brewery production expands in the near future that permits are required to provide exhaust and ventilation of this environment per the International Mechanical Code.
- 2) This is a Change of Use ONLY permit. It does NOT authorize any construction activities.
- 3) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
- 4) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Ben Wallace Jr. **Approval Date:** 05/10/2010

Note: **Ok to Issue:**

- 1) A separate Suppression System Permit is required for all new suppression systems or sprinkler work effecting more than 20 heads.
- 2) A separate Fire Alarm Permit is required for new systems; or for work effecting more than 5 fire alarm devices; or replacement of a fire alarm panel with a different model .
- 3) Fire extinguishers required. Installation per NFPA 10
- 4) This permit is for change of use only, any construction shall require additional permits. The occupancy shall meet NFPA 101 code requirements upon inspection.

Comments:

5/24/2010-jmb: Left vmsg for David K., need to discuss if there is an exhaust system in the space. We received a complaint at this property for an existing brewery in unit #2 for sickening odors. Research shows no recent permits at this property.

Location of Construction: 1 Industrial Way	Owner Name: Aim One Industrial Way Llc	Owner Address: 123 South Orange St	Phone:
Business Name: Maine Beer Company	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

5/25/2010-jmb: David K. Called, he has occupied the space since April of '09 as a nano brewery, very small operation. We did discuss the odor complaint. The intention is to expand in a few months, he will apply for permits including HVAC/exhaust systems. Right now they have a 10' overhead door and fans to exhaust the space.

100453

Change of Use

General Building Permit Application



If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>1 Industrial Way, Unit 3</u>		
Total Square Footage of Proposed Structure/Area <u>1500</u>		Square Footage of Lot <u>70,000</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>327A A - 001</u>	Applicant * must be owner, Lessee or Buyer * Name <u>Maine Beer Company</u> Address <u>1 Industrial Way, Unit 3</u> City, State & Zip <u>Portland, ME 04103</u>	Telephone: <u>207-221-3159</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>AIM Properties</u> Address <u>123 S. Orange St.</u> City, State & Zip <u>Orange, CA 92866</u>	Cost Of Work: \$ <u>NA - 30</u> C of O Fee: \$ <u>NA 75</u> Total Fee: \$ <u>NA 105</u>
Current legal use (i.e. single family) <u>Brewery Environmental science company</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Micro Brewery</u> Is property part of a subdivision? <u>no work</u> If yes, please name _____ Project description: <u>Brewery no work</u>		
<div style="border: 1px solid red; padding: 5px; color: red; font-weight: bold;">RECEIVED</div> <div style="color: red; font-weight: bold;">APR 30 2010</div> <div style="color: red; font-weight: bold;">Dept. of Building Inspections City of Portland Maine</div>		
Contractor's name: <u>NA</u>		
Address: _____		
City, State & Zip _____		Telephone: _____
Who should we contact when the permit is ready: <u>David Kleban</u>		Telephone: <u>207-221-3159</u>
Mailing address: <u>1 Industrial Way, Unit 3 Portland ME 04103</u>		

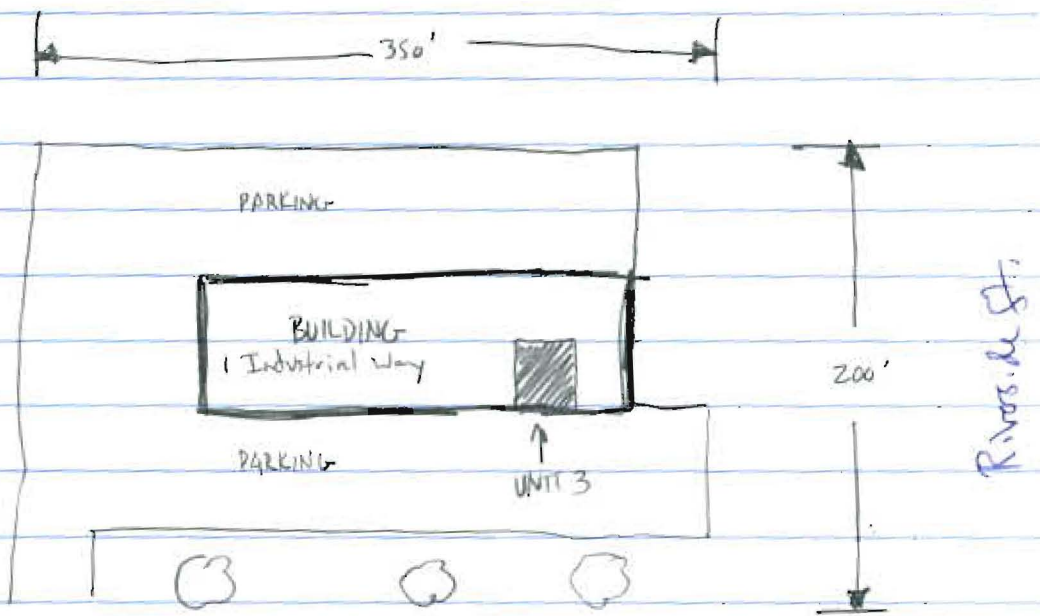
Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

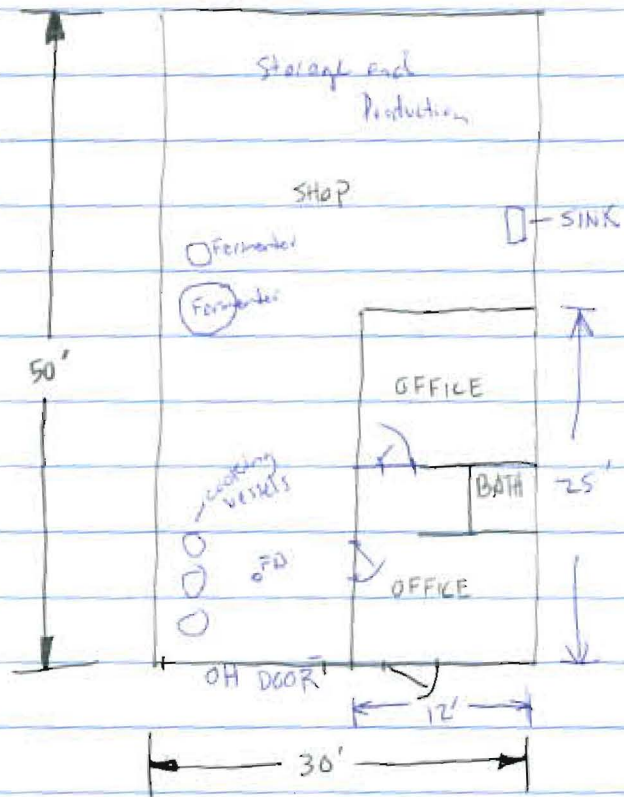
Signature: [Signature] Date: 4-20-10

This is not a permit; you may not commence ANY work until the permit is issue



Industrial Way

Fully Sprinkled



COMMERCIAL LEASE (GROSS / MODIFIED GROSS)

FINAL

1. PARTIES AIM ONE INDUSTRIAL WAY, LLC with a mailing address of 123 South Orange Street, Orange, CA. 92866 ("LANDLORD"), hereby leases to Malne Beer Company, LLC, with a mailing address of One Industrial Way Unit #3, Portland, ME 04103 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:
2. PREMISES The Premises are deemed to contain 1,500 +/- square feet. The Premises are located at One Industrial Way Unit #3, Portland, ME 04103 together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.
3. TERM The term of this lease shall be for Two (2) years, commencing on March 1, 2010, and ending on February 28, 2012.
4. RENT The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1	\$13,200.00	\$1,100.00
2	\$13,800.00	\$1,150.00

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: AIM ONE INDUSTRIAL WAY, LLC, C/O BIBEAU COMPANY, INC, 340 FORE STREET, PORTLAND, ME. 04101. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge of \$75.00 for each month or part thereof that TENANT fails to pay the amount due after the due rent then due.

5. RENEWAL OPTION So long as TENANT has not been in default of this lease during the term hereof, TENANT shall have the option to renew this lease for Eight (8) years, through 2020. In order to exercise TENANT's option, TENANT shall Notify LANDLORD in writing by Certified or Registered Mail of its intention to exercise its option on or before three (3) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in the Lease except for base rent which shall be as follows:

<u>Lease Year(s)</u>	
3 through 10	3% Yearly Increases effective each March 1st

In the event that TENANT fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

6. SECURITY DEPOSIT Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of \$1,125.00 (already paid), which shall be held as a security for the TENANT's performance as herein provided and refunded to the TENANT without interest at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.

7. UTILITIES The TENANT shall pay, as they become due, all bills for (1.) all electrical service/meters (2.) all heaters or air conditioning, if applicable, that are furnished and presently separately metered, (3.) all telephone and other communication systems used at, and supplied to, the leased premises, (4.) all trash service/removal. The LANDLORD agrees to furnish water and normal water usage is expected.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance therefore shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

8. USE OF LEASED PREMISES The TENANT shall use the leased premises only for the purpose of Brewing Operations.

9. COMPLIANCE WITH LAWS TENANT agrees to conform to the following provisions during the entire term of this lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT's use thereof required by law or any public authority as a result of TENANT's use or occupancy of the premises or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this lease. Any alterations/improvements made by tenant are to be approved by the Landlord and are to be completed by a licensed contractor with city permits/approvals.

10. MAINTENANCE
A. TENANT'S OBLIGATION
- TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted.
11. LANDLORD'S OBLIGATIONS
- The LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repaired is made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of the TENANT and TENANT shall pay all costs therefore.
12. ASSIGNMENT - SUBLEASING
- The TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this lease, or sublet or permit the demised premises or any part thereof to be used by others, without LANDLORD's prior express written consent in each instance [which consent shall not be unreasonably withheld]. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. For purposes of this lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this lease.
13. SUBORDINATION AND QUIET ENJOYMENT
- This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided the TENANT performs all of its obligations under this lease, the TENANT shall be entitled to the quiet enjoyment of the leased Premises.
14. LANDLORD'S ACCESS
- The LANDLORD or agents of the LANDLORD may, at all reasonable time during the term of this lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within the six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation.
15. INDEMNIFICATION AND LIABILITY
- TENANT will defend and, except to the extent caused by the gross negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy wholly or in part by any act or omission of TENANT of the leased premises or any part of LANDLORD's property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the leased premises. TENANT shall also pay LANDLORD's expenses, including reasonable attorney's fees, incurred by LANDLORD in enforcing any obligation, covenant or agreement of this lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of any tenant of the building or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutter, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.
16. TENANT'S LIABILITY INSURANCE
- TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve but in amounts not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit with deductibles of not less than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.

17. FIRE CASUALTY - EMINENT DOMAIN

or tenant
D.E.
thirty (30) days

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use an occupation and the LANDLORD does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grant to LANDLORD all TENANT's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate or restore. Notwithstanding anything to the contrary, LANDLORD's obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

or tenant
D.E.

or tenant
D.E.

18. DEFAULT AND BANKRUPTCY

or tenant
D.E.
thirty (30) days

In the event that:

- (a) The TENANT shall default if the payment of any installment of rent or other sum herein specified when due which default is not corrected within Fifteen (15) days thereof; or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ~~thirty (30)~~ ^{thirty (30)} days thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law, or
- (d) Any assignment shall be made of TENANT's property for the benefit of creditors, or 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 TENANT's property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law.

Then and in any of said cases (withstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent of preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the Leased Premises including real estate commissions and costs of renovating the Premises to suit any new tenant.

19. NOTICE

Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORDS address set forth in Article 1, or at such other address as the LANDLORD may from time to time advise in writing.

20. SURRENDER

The TENANT shall at the expiration or other termination of this lease peaceably yield up the leased premises and all additions, alterations and improvements thereto in good order repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and the TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against the LANDLORD or those claiming by, through or under the LANDLORD.

21. HAZARDOUS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, TENANT shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) that TENANT will at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated to obtain and keep in accordance with the terms of this paragraph; (v) that upon termination of this lease, TENANT will, at its expense, remove all Hazardous Materials from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this lease free of all Hazardous Materials. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, loss, costs, damages and expenses, including attorneys' fees, which may arise in the event

that TENANT fails to comply with any of the provisions contained in this Article. The terms of this Article shall expressly survive the expiration or earlier termination of this lease.

22. LIMITATION TENANT agrees to look solely to LANDLORD's interest in the building for recovery of any judgment from LANDLORD, it being agreed that LANDLORD is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD's successors in interest, or any other action not involving the personal liability of the LANDLORD.
23. LANDLORD LANDLORD shall in no event be in default in the performance of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are apart notifies TENANT that such holder has taken over the LANDLORD's rights under this lease, TENANT shall not assert any right to deduct the cost of repairs, or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.
24. WAIVER No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.
25. SUCCESSORS The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon in inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
26. HOLDOVER If TENANT fails to vacate the leased premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT's failure to vacate the leased premises at the termination of this lease.
27. MISCELLANEOUS If TENANT is more than one person or party, TENANT's obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this lease or its application to any other person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this lease shall be valid and enforceable to the fullest extent permitted by the law. The submission of this lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change or modify any of the provisions hereof. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this lease.
28. BROKERAGE TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than None ("BROKER"), and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT other than by the BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD agrees to pay the BROKER its commission upon execution of this lease.

29. OTHER PROVISIONS

It is also understood and agreed that:

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

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1st day of March, 2010.

TENANT:

[Signature]
Signature

Maine Beer Company, LLC/David Kleban

[Signature]
Witness to Tenant

LANDLORD:

[Signature]
Signature

AIM One Industrial Way, LLC/Donald St. Jean

[Signature]
Witness to Landlord

GUARANTY

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

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 1st day of March 2010.

GUARANTOR:

[Signature]
Signature

Maine Beer Company, LLC/David Kleban

[Signature]
Witness to Guarantor

Jeanie Bourke - Fwd: Customer Complaint

From: Gayle Guertin
To: Jeanie Bourke
Date: 4/30/2010 3:15 PM
Subject: Fwd: Customer Complaint

This is unrelated to the app for COU today!

>>> Jennifer Dorr 4/30/2010 2:01 PM >>>

I took a phone call today from Rick Romano who is the Chair of the Historic Preservation Board. He has an office at 1 Industrial Way, Unit #6. There is a brewery in this building that is giving off odors that are literally making him sick. He said that there is no ventilation at all from the brewery. He is making a formal complaint and is asking that an inspector please go and check this site out. His phone number is 650-3670. Please let me know when an inspector would be able to do this.

Thank you.

Jennifer

4/30/10 Spoke to Rick R., C of U permit applied for today. Has been occupied for a while - will check building code for ventilation requirements.

Jeanie B.

** at Inspections for This permit may want to check out some adjacent units for use & activity - No recent permits in the building except. minor Electrical.*

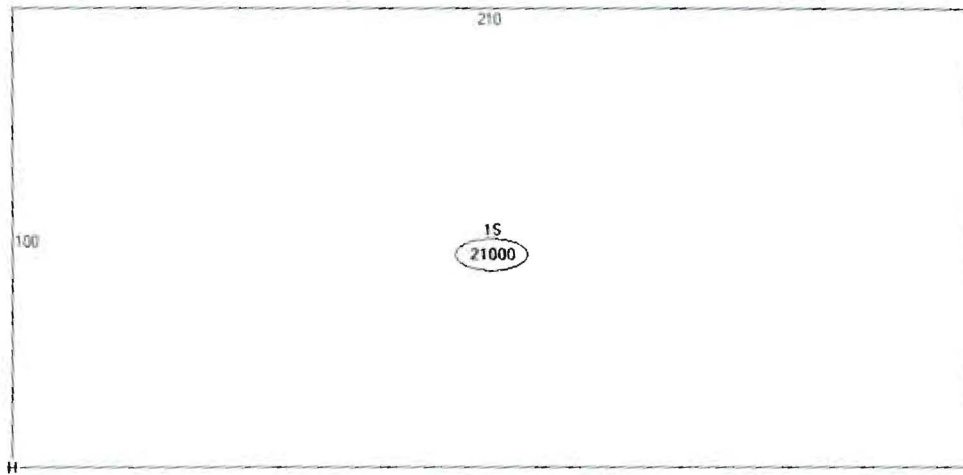
#2 Rising tide Brewery

3 This permit for Brewery

6 Rick

#? Tortilla chips exhaust.





Description/Area	
A 045	18100 sqft
B 044	1500 sqft
C 082	1400 sqft
D OVERHEAD DR WOOD/MTL	90 sqft
E SPRINKLER SYS WET	21000 sqft
F OVERHEAD DR WOOD/MTL	108 sqft
G 15	21000 sqft
H PA1	30000 sqft