COMMERCIAL LEASE (GROSS / MODIFIED GROSS)

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/10/13

1. PARTIES

AIM ONE INDUSTRIAL WAY, LLC with a mailing address of **340 Fore S c/o BIBEAU & COMPANY** ("LANDLORD") and **FOUNDATION BREWI** ("TENANT") with a mailing address of **One Industrial Way, Units 5 & 7, Pc** TENANT hereby leases from LANDLORD the following described premises:

2. PREMISES

The Premises are deemed to contain 1,500 +/- square feet each unit. The Premises are located at **One Industrial Way, Units 5 & 7, 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 Three (3) Years and Six (6) Months, commencing on July 1, 2013, and ending on December 31, 2016.

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)	Annual Base Rent	Monthly Rent
One (1)	**$25,800.00**	**$2,150.00**
Two (2)	**$26,574.00**	**$2,214.50**
Three (3)	**$27,371.22**	**$2,280.94**

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, 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 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 up to 5% for each month or part thereof that TENANT fails to pay the amount due.

There will be no rent due for the following months:
July and August 2013
September 2014
September 2015

5. RENEWAL OPTION

So long as TENANT is not in default of this lease during the term hereof, TENANT shall have the option to renew this lease for an additional term of Two (2) options with yearly increases of 3% each year (see below). 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:

Lease Year(s)	Annual Base Rent	Monthly Rent
Option 1		
One (1)	**$28,192.32**	**$2,349.36**
Two (2)	**$29,038.08**	**$2,419.84**
Option 2		
One (1)	**$29,909.28**	**$2,492.44**
Two (2)	**$30,806.52**	**$2,567.21**

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.

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6. SECURITY DEPOSIT

Upon the execution of this lease, the TENANT shall pay to the LANDLORD th **Two Thousand One Hundred Fifty Dollars ($2,150.00)**, which shall be held a TENANT's performance as herein provided and refunded to the TENANT with lease subject to the TENANT's satisfactory compliance with the conditions her

7. UTILITIES

To the extent they are used at, and supplied to, the leased premises, TENANT s all bills for (1.) all electrical service/meters (2.) all heaters that are furnished an metered, (3.) all telephone and other communication systems, (4.) all trash service/removal and (5.) The TENANT agrees to pay water service/usage as follows:
It is agreed and understood that the TENANT will be responsible for the cost of purchasing and installing an approved sub meter at any water line from which water will be drawn for the purposes of brewing. The sub meter(s) will be professionally installed by a qualified plumber. The sub meter(s) will be electronically read by the Portland Water District monthly and all applicable water usage will be billed directly to the TENANT.

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, which the parties hereby acknowledge consist of the following: electricity, water and heater. 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, which will not be unreasonably withheld.

8. USE OF LEASED PREMISES

The TENANT shall use the leased premises only for the purpose of **Brewery 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.

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. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to maintain, repair or replace, if necessary, any and all of the following: (i) All plate glass doors/windows (ii) All passage/overhead doors (iii) All electrical service/fixtures (iv) All plumbing service/fixtures/heaters (v) All heaters and/or air conditioning, if applicable.

B. 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.

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11. ASSIGNMENT - SUBLEASING

The TENANT shall not by operation of law or otherwise, assign, mortgage or e or permit the demised premises or any part thereof to be used by others, withou written consent in each instance [which consent shall not be unreasonably withh LANDLORD shall consent to such assignment or subletting, TENANT named for the obligations of TENANT hereunder, including, without limitation, the ob other amounts provided under this lease. For purposes of this lease, the sale of or the change of a general partner of a partnership TENANT shall constitute an

12. SUBORNINATION 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 nay 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.

13. 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 lese. 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.

14. INDEMNIFICATION AND LIABLITITY

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.

15. 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 reasonable 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

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within thirty (30) days prior to the expiration of any such policies. All such ins provide that such policies shall not be cancelled without at least Thirty (30) day assured named therein.

16. FIRE CASUALTY - EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of with tl fire or other casualty, or be taken by eminent domain, the LANDLORD may el When such fire, casualty, or taking renders the leased premises unfit for use an 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.

17. DEFAULT AND BANKRUPTCY

In the event that:

(a) The TENANT shall default ii 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 three (3) 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 lese 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.

18. 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.

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19. SURRENDER

The TENANT shall at the expiration or other termination of this lease peaceabl and all additions, alterations and improvements thereto in good order repair and unavoidable casualty, and reasonable wear and tear only excepted, first moving attached to the leased premises, repairing all damage caused by such removal, a clean and tenantable. If LANDLORD in writing permits TENANT to leave an leased premises, and the TENANT does so, TENANT shall have no further cla and chattels as against the LANDLORD or those claiming by, through or under

20. 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 (\ii) 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.

21. 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.

22. 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.

23. 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.

24. 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.

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25. HOLDOVER

If TENANT fails to vacate the leased premises at the termination of this lease, t shall be applicable during said holdover period, except for base rent, which sha times the then current base rent for the period just preceding such termination; l interpreted as consent or permission by the LANDLORD for TENANT to hold lease and terms of this holdover provision shall not preclude LANDLORD fron damages which it incurs as a result of TENANT's failure to vacate the leased p this lease.

26. 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 lese shall be valid an 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.

27. 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 **Derek Miller of CBRE/The Boulos Company** ("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 indemnity LANDLORD against any such claim. LANDLORD agrees to pay the BROKER a commission upon execution of this lease.

28. OTHER PROVISIONS

It is also understood and agreed that:

(1) Re: Parking - Parking is limited to Six (6) parking spaces

and

(2) Signage - Signage will be at the TENANT'S sole expense, subject to the prior written approval of design and location by the LANDLORD, prior to installation and also subject to any standards in use at the property. Such approval shall not be unreasonably withheld or delayed.

and

(3) LANDLORD'S Work - LANDLORD to provide a 6'-8' opening between the two units for TENANT'S use, similarly located to the position of the opening in Units 1 and 3.

and

(4) TENANT alterations, improvements and installations - TENANT is making the following improvements at TENANT'S expense and LANDLORD provides his consent for the following to be completed.

- Installation of natural gas piping from the meter into the TENANT'S location.
- Installation of sub metered water line

- Roof penetrations and installation of equipment on roof for appropriat equipment
- Installation of outdoor condenser on roof
- Installation of appropriate electrical fixtures by licenses electrician
- Small penetration between the two units for the purpose of running ho
- Renovation of office space into a tasting room/retail area
- Doorway between office areas of Units 5 and 7

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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 28 day of June, 2013

TENANT: FOUNDATION BREWING COMPANY, INC.

Signature

Joel Mahaffey

John Bonney

Witness to Tenant

LANDLORD: AIM ONE INDUSTRIAL WAY, LLC

Signature

Donald St. Jean

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, **JOEL MAHAFFEY & JOHN BONNEY** ("GUARANTORS") do 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 GUARANTORS 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 GUARANTORS shall have received any notice of or consented to such renewal, modification or extension. The liability of GUARANTORS under this guaranty shall be primary, and in any right of action that shall accrue to LANDLORD under the lease, LANDLORD may proceed against GUARANTORS and TENANT, jointly or overall, and may proceed against GUARANTORS 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 GUARANTORS.

IN WITNESS WHEREOF, GUARANTORS have executed this Guaranty this 28 day of June 2013

GUARANTORS:

Joel Mahaffey

John Bonney

Witness to Guarantor

Witness to Guarantor