

COMMERCIAL LEASE (GROSS / MODIFIED GROSS)

1. PARTIES **AIM ONE INDUSTRIAL WAY, LLC** with a mailing address of **340 Fore Street, Portland, ME 04101** c/o **BIBEAU & COMPANY** ("LANDLORD") and **AUSTIN STREET BREWERY** ("TENANT") with a mailing address of **One Industrial Way, Unit 8, Portland, ME 04103**. The 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, Unit 8, Portland, ME 04101** 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, commencing on September 1, 2013, and ending on August 31, 2016.

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>
One (1)	\$14,400.00	\$1,200.00
Two (2)	\$14,832.00	
	\$1,236.00	
Three (3)	\$15,276.96	
	\$1,273.08	

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.

5. SECURITY Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of
DEPOSIT **One Thousand Two Hundred Dollars (\$1,200.00)**, 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.

6. UTILITIES To the extent they are used at, and supplied to, the leased premises, TENANT shall pay, as they become due, all bills for (1.) all electrical service/meters (2.) all heaters that are furnished and presently separately 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. The sub meter will be professionally installed by a qualified plumber. The sub meter will be read monthly or quarterly and all applicable water usage will be billed directly to the