

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 NEW ENGLAND DISTILLING, LLC ("TENANT") with a mailing address of One Industrial Way, Unit 13, 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 13, 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 Five (5) Years, commencing on May 1, 2016, and ending on April 30, 2021.

4. RENT

Base Rent shall begin July 1, 2016. The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)	Annual Base Rent	Monthly Rent
May 2016 - June 2016	\$0.00	\$0.00
July 2016 - April 2017	\$12,500.00	\$1,250.00
May 2017 - April 2018	\$15,450.00	\$1,287.50
May 2018 - April 2019	\$15,913.56	\$1,326.13
May 2019 - April 2020	\$16,390.92	\$1,365.91
May 2020 - April 2021	\$16,882.68	\$1,406.89

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 within ten (10) days of the date on which such payment was due 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 up to 5% for each month or part thereof that TENANT fails to pay the amount due.

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 One (1) Two (2) year option 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 not less than ninety (90) days 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
One (1)	\$17,389.20	\$1,449.10
Two (2)	\$17,910.84	\$1,492.57

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 Twelve Hundred Fifty Dollars (\$1,250.00), 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.

7. 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 approved sub meters. The sub meters will be professionally installed by a qualified plumber. The sub meters will be read monthly or quarterly 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 Distilling 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

S.W. 2/22/16


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 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.

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 and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT, TENANT agrees to defend the same and indemnify LANDLORD against any such claim.

28. OTHER PROVISIONS

It is also understood and agreed that:

(1) Re: Parking - Limited to Three (3) parking spaces in front of the building (facing street).

(2) Re: Signage - Signage is mandatory and 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.

(3) Re: Permits - Tenant is responsible for obtaining all necessary Federal, State and Local Permits and Approvals related to its occupancy.

29. LANDLORDS WORK PRIOR TO

To be cleaned, broom swept.

30. TENANT ALLOWED ALTERATIONS

To be in compliance with Paragraph #9 of this Lease
TBD

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 22 day of February, 2016

TENANT: NEW ENGLAND DISTILLING, LLC

Edward H. Wight II
Signature

Edward H. Wight II
Ned Wight

[Signature]
Witness to Tenant

LANDLORD: ARM ONE INDUSTRIAL WAY LLC

[Signature]
Signature

Donald St. Jean
Donald St. Jean

[Signature]
Witness in Landlord

GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing lease with TENANT, NED WIGHT ("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.