



CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

SHUCKS MAINE LOBSTER PROCESSING FACILITY

LEVEL II SITE PLAN & CONDITIONAL USE APPLICATIONS

To:

City of Portland, Maine

Prepared for:

**Shucks Maine Lobster
150 Main Street
Richmond, Maine 03357**

Prepared by:

**Sebago Technics, Inc.
75 John Roberts Road, Suite 1A
South Portland, Maine 04106**

March 2014

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March 19, 2014
13430

Ms. Barbara Barhydt
Development Review Services Manager
City of Portland
389 Congress Street
Portland, ME 04106

Site Plan and Conditional Use Submittal: Shucks Maine Lobster, Maine State Pier

Dear Barbara:

On behalf of Shucks Maine Lobster, we have prepared the following Level 2 Site Plan and Conditional Use submittal for Staff and Planning Board Consideration. Over the past several months, Shucks Maine Lobster has been working with Greg Mitchell and Kathy Alves, from the City, to develop a lease agreement with the City of Portland to occupy and operate a lobster processing facility on the Maine State Pier.

Introduction: Shucks Maine Lobster currently owns and operates a facility in Litchfield, Maine and is proposing to expand their operations into the Portland area. The Maine State Pier is an excellent location for this type of operation and provides the opportunity to enhance the working waterfront with a compatible use supporting the fishing industry. The project is located in the Eastern Waterfront Port Zone (EWPZ). The EWPZ was adopted on September 18, 2006 in response to the Portland Ocean Terminal project which included plans to redevelop the Maine State Pier as commercial and hotel use. Subsequently, the project in which the zone was generally created for did not go forward. Currently, the Maine State Pier is mostly used as storage by the City of Portland, tug boat operations and commercial lobster wholesaling. As part of the City's interest in promoting the "working waterfront," the location is ideal for Shucks Maine Lobster which processes and distributes Maine Lobster.

The processing of the Maine Lobster within the EWPZ is considered a conditional use requiring planning board approval. The proposed project offers a Marine related use that is compatible and compliments existing uses within the area. At the end of the Maine State Pier is Ready Lobster that is a large whole seller of live lobster. In addition, the general area includes other fishing related processing facilities on nearby piers. Lobster is an important fishery and brand of Maine and the Port of Portland. The re-use of the building from storage/warehousing to processing of Maine Lobster provides for a use that is synonymous with a working waterfront supporting the fishing industry.

Shucks Maine Lobster: Shucks Maine Lobster is an internationally award winning Maine Lobster processor looking to expand its operation to the Portland Working Waterfront and become part of the heritage and working waterfront story that is making Portland a landmark in the Maine Lobster industry. The primary use of this facility is for the production and processing of Shucks Maine Lobster international award winning value-added Maine Lobster products. Shucks Maine Lobster products are distributed regionally, nationally and have been shipped to five continents across the globe.

Shucks Maine Lobster is the only lobster processor in the USA to utilize High Pressure Processing (“the Big Mother Shucker”) which allows us to offer the safest and freshest Maine Lobster in the industry. In addition, PETA has recognized Shucks for being the only lobster processor who humanely kills its catch.

Shucks is also one of only three companies in the world who can currently offer MSC Certified Sustainable Maine Lobster assuring customers that Shucks Maine Lobster is traceable back to the lobster boat on which it was caught, right here in Maine.

As part of the facilities Quality Assurance and Quality Control (QA/QC), a state of the art food testing and development kitchen will be installed for product development. This is an important aspect of customer sales to demonstrate Maine Lobster products. In addition, Shucks will be using this equipment to help train and educate customers and chefs about the utilization of raw Maine Lobster meat which has been used by the “Maine Lobster Chef of the Year” winner along with two “Prix d’Elite” Awards at the International Seafood Exposition in Brussels – the world’s largest seafood show.

Project Description: The project site is fully developed as commercial pier and is owned by the City of Portland. Shucks Maine Lobster is proposing to occupy approximately 19,000 square feet of the existing Maine State Pier building for its lobster business. The space that will be occupied is central to the building and currently used for warehousing.

Occupied areas will be renovated to accommodate the processing lobster including receiving live lobster, processing the lobster, flash-freezing raw lobster, packaging the lobster and shipping the lobster to markets locally, regionally, nationally and internationally. As shown on the attached interior floor plan, new offices will be constructed and a large production area with processing equipment and freezer storage will be developed.

Improvements exterior to the building will be limited to a new loading dock, employee and business entrance with deck and the installation of a Liquid Nitrogen tank for the flash-freezing process.

Hours of Operation: The fishing and seafood business tends to be seasonal in nature and dependent upon catches, product availability and demand on the product. To be responsive to the industry needs, Shucks will operate on a 24/7 basis during processing times. Typically, the first processing shift runs from 4 a.m. to 2 p.m. on necessary days depending on lobster landings. The second shift runs from 2 p.m. to 10 p.m. and shipping and receiving shift runs from 6 p.m. to 2 a.m., as necessary.

Parking/People Transportation: Generally, Shucks anticipates the daily workforce will walk, bike or carpool to work each day. Shucks has been provided with ten (10) dedicated spaces in the City parking lot and three (3) dedicated spaces on-site. It is expected that six spaces for carpooling and four spaces for full time workers. Three spaces will be designated on the west side of the building for visitor parking. Since the facility is for production, visitors are expected to be limited to vendors and occasional customers wishing to visit the facility.

Vehicular Access and Circulation: As part of the project planning, we have prepared a parking and circulation plan focused on traffic circulation in and around the proposed loading dock to be constructed adjacent to the building. A turning movement analysis was completed (see enclosed plan) to identify a suitable location for the loading dock including truck movements accessing the loading dock. As depicted on the plan, the proposed loading dock will be situated to accommodate large truck turning movements at the turn-a-round located adjacent to the Casco Bay Ferry Landing.

Delivery vehicles will enter the shipping and receiving area as shown on the site plan. Drivers will have limited access to the shipping and receiving area via stairs attached to the loading dock which lead to a secured door. Only those employees with security numbers will be allowed to enter this doorway and all delivery personnel must use this doorway and be escorted by a TWIC employee.

Parking for passenger vehicles will primarily occur within the security fencing of the Port Authority Facility. Through a lease arrangement with the City of Portland 10 parking spaces have been dedicated to Shucks for full-time and management personnel. An additional three spaces for the occasional customer visits are provided parallel to the building.

Delivery Schedule: On a daily basis, most lobster deliveries will be received between 6 p.m. and 2 a.m. These trucks are generally either box trucks or tractor-trailers similar to those delivering to the Ready Bros.

Other deliveries such as packaging, uniforms and supplies, and UPS and FEDX, are usually limited to about four (4) deliveries per day between the hours of 7 a.m. and 6 p.m.

Shipping generally consists of about two (2) trucks per day between the hours of 6 a.m. and 6 p.m. These can be either box trucks or tractor-trailers.

Waste pick-up consists of three trips per day in a two-ton dump truck. Paper waste is generally removed once or twice per week. General waste from production is limited to shipping once per day.

Solid Waste: Solid waste will be placed in containers located interior to the building in the waste room and loaded onto dump trucks or box trucks as necessary each day. The volume of waste will vary depending on the amount of product processes. In general, waste is removed three times a day. The waste is then transported to a composting site.

Liquid Nitrogen Tank: Liquid nitrogen is a common method used for freezing product. This method is efficient and allows for "flash freezing" a large volume of packaged lobster. The nitrogen tank is a cylindrical exterior tank used routinely in the processing industry. Shucks Lobster anticipates a tank in the range of 35-40' in height supported on a 12' x 12' reinforced concrete pad. As shown on the site plan, the tank will be located next to the loading dock and enclosed in an 8' chain link fence.

Estimated Project Cost: The interior and exterior renovations are expected cost approximately \$1 million dollars. This will include a new loading dock; new office and employee space; clean rooms; production room; packaging room; maintenance and mechanical room.

New equipment and installment will cost approximately \$2 million dollars. New equipment will include a state of the art High Pressure Processing machine (HPP), coolers and freezers, tunnel freezer, state of the art packaging equipment, and other necessary equipment.

Facility Operations and Volumes of Product: Shucks Lobster will process lobster for offsite retail sales and wholesale distribution. Lobster processed and packaged onsite will be shipped to markets regionally and nationally. As part of the processing Quality Assurance and Quality Control is onsite of testing, product development along with educational seminars for prospective customers and sales.

Shucks anticipates processing 4 to 6 million pounds of Maine Lobster per year. Pending successful implementation of this facility, future product expansion will be considered to process other Maine seafood products and increased volumes in the processing of Maine Lobster.

Shucks Maine Lobster is the only lobster processor in the USA to utilize High Pressure Processing ("the Big Mother Shucker") which allows us to offer the safest and freshest Maine Lobster in the industry. In addition, PETA has recognized Shucks for being the only lobster processor who humanely kills its catch.

Shucks is also one of only three companies in the world who can currently offer MSC Certified Sustainable Maine Lobster assuring our customers that our Maine Lobster is traceable back to the lobster boat on which it was caught right here in Maine. It also assures the customer that our Maine Lobster fishery is a sustainable fishery and they are doing no harm to the sustainability of the fishing environment when they purchase Shucks Maine Lobster.

In addition, this facility will employ start of the art processing and testing equipment. Shucks is the first in the industry to use our computerized steam convection oven and other high tech equipment including our "ozone" water system that is the safest water system in the world and kills bacteria without the use of chemicals at the rate of 1000 times the rate of bleach.

Number of Employees and Shifts: Ten to fifteen (10-15) full-time employees are anticipated with approximately fifty seasonal employees from May to January during the first shift of work. A second shift with approximately 30 seasonal employees from May to January is also anticipated with a third shift, as needed. Depending on market conditions and product availability, processing (2 to 3 shifts) may be needed from February through April.

Wastewater and Water Usage: We have been in contact with the City of Portland and have prepared a wastewater permit application. The lobster processing business will require a fairly large volume of water mostly for sanitizing the facility during and after the processing of Lobster. The volume of water used will be dependent upon the amount of product processes on a daily basis. For a typical day, Shucks Lobster anticipates the following usage.

- Domestic wastewater flow =
 1. 40 employees x 15 gpd = 600 gallons per day.
- Industrial process:
 1. HPP Machine--100 gallons per hour 4am to 12pm.
 2. Tail rinsing/washing--60 gallons per hour 5am to 1pm.
 3. Ice Slurry Storage--1600 gallons per day--drained from 11am to 7pm at steady rate.
 4. Product glazing--200 gallon tank, dumped at end of day.
- Sanitation Usage:
 1. Optional Pre-op rinse (3:30am ozonated water), 200 gallons.
 2. Mid shift rinsing, 200 gallons (9am) & 200 gallons (12pm).
 3. Sanitize & Clean HPP/Butchering area (12pm), 500 gallons.
 4. Sanitize & Clean Packing area and balance of plant 8pm - 12pm (or 12pm - 4am if 2nd shift running), 2,000 gallons.

Total water and wastewater usage on a typical day will is expected to be in the range of 6,200 to a high of 10,000 gallons per day.

Site Plan: The attached site plan shows the proposed exterior use of the building including pedestrian and vehicular access, circulation, and lighting, parking, and loading facilities.

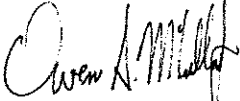
Pedestrian Access: Employees and visitors enter the premises from the west side of the facility along the walkway starting at Commercial St. to the exterior stairs at the main entrance of the Shucks office area. The exterior entrance door is equipped with a security entry system with a code number for each employee so we will have a record of each person who enters and leaves the facility. Visitors will be greeted at the exterior entrance and escorted into the facility.

Closure:

On behalf of the Shucks Maine Lobster, we look forward to working with the staff and Planning Board to permit this project. As you consider the application, please contact us if you have any questions.

Sincerely,

SEBAGO TECHNICS, INC.



Owens A. McCullough, P.E. LEED A.P.
Vice President of Engineering and Project Development

OAM:oam/jag

cc: Charlie Langston, Shucks Maine Lobster
John Hathaway, Shucks Maine Lobster
Greg Mitchell, City of Portland

Exhibit 1

Level II Site Plan Application



Level II – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level II: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level II: Site Plan Development includes:

- New construction of structures with a total floor area of less than 10,000 sq. ft. in all zones, except in Industrial Zones.
- New construction of structures with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Any new temporary or permanent parking area, paving of an existing unpaved surface parking area in excess of 7,500 sq. ft. and serving less than 75 vehicles, or creation of other impervious surface area greater than 7,500 sq. ft.
- Building addition(s) with a total floor area of less than 10,000 sq. ft. (cumulatively within a 3 year period) in any zone, except in Industrial Zones.
- Building addition(s) with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Park improvements: New structures or buildings with a total floor area of less than 10,000 sq. ft., facilities encompassing an area of greater than 7,500 sq. ft. and less than 20,000 sq. ft. (excludes rehabilitation or replacement of existing facilities).
- New construction of piers, docks, wharves, bridges, retaining walls, and other structures within the Shoreland Zone.
- Land disturbance between 1 and 3 acres that are stripped, graded, grubbed, filled or excavated.
- A change in the use of a total floor area between 10,000 and 20,000 sq. ft. in any existing building (cumulatively within a 3 year period).
- Lodging house, bed and breakfast facility, emergency shelter or special needs independent living unit.
- Signage subject to approval pursuant to Section 14-526 (d) 8.a. of the Land Use Code.
- Any new major or minor auto service station with less than 10,000 sq. ft. of building area in any permitted zone other than the B-2 or B-5 zones.
- The creation of day care or home babysitting facilities to serve more than 12 children in a residential zone (not permitted as a home occupation under section 14-410) in any principal structure that has not been used as a residence within the 5 years preceding the application.
- Any drive-through facility that is not otherwise reviewed as a conditional use under Article III.

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp>

Planning Division

Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours

Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: Shucks Maine Lobster

PROPOSED DEVELOPMENT ADDRESS:

40 Commercial Street, Portland, ME 04101

PROJECT DESCRIPTION:

Lobster processing facility to occupy approximately 18,400 s.f. of vacant space in Maine in Maine

State Pier Building. Project requires conditional use approval.

CHART/BLOCK/LOT: 444/003/001

PRELIMINARY PLAN

3-18-14 (date)

FINAL PLAN

 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Shucks Maine Lobster, LLC Business Name, if applicable: Same Address: 150 Main Street City/State : Richmond, ME Zip Code: 03357	Applicant Contact Information John E-mail: johnny@shucksmaine.com Home #: 207-329-1791 Work #: 207-329-1791 Cell #: N/A Fax#: 866-925-8333
Owner – (if different from Applicant) Name: City of Portland Address: City/State : Zip Code:	Owner Contact Information Kathy Alves E-mail: kra@portlandmaine.gov Home #: N/A Work #: 207-837-8892 Cell #: 207-233-8523 Fax#: 207-874-8473
Agent/ Representative Name: Owens McCullough, Sebago Technics Address: 75 John Roberts Road, Suite 1A City/State : South Portland, ME Zip Code: 04106	Agent/Representative Contact information E-mail: omcullough@sebagotechnics.com Home #: 207-232-1649 Work #: 207-200-2073 Cell #: 207-242-1649 Fax#: 207-856-2206
Billing Information Name: Shucks Maine Lobster, LLC Address: 150 Main Street City/State : Richmond, ME Zip Code: 03357	Billing Information E-mail: johnny@shucksmaine.com Home #: 207-329-1791 Work #: 207-329-1791 Cell #: Fax#: 866-925-8333

Engineer Same as Agent/ Representative Name: Address: City/State : Zip Code:	Engineer Contact Information E-mail: Same as Agent/ Representative Home #: Work #: Cell #: Fax#:
Surveyor N/A Name: Address: City/State : Zip Code:	Surveyor Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:
Architect N/A Name: Address: City/State : Zip Code:	Architect Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:
Attorney Name: N/A Address: City/State : Zip Code:	Attorney Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level II Development (check applicable reviews) ___ Less than 10,000 sq. ft. (\$400) ___ After-the-fact Review (\$1,000 plus applicable application fee) <hr/> The City invoices separately for the following: <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	Other Reviews (check applicable reviews) ___ Traffic Movement (\$1,000) ___ Stormwater Quality (\$250) ___ Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ ___ Other _____ ___ <input checked="" type="checkbox"/> Change of Use ___ Flood Plain ___ Shoreland ___ Design Review ___ Housing Replacement ___ Historic Preservation
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-527 (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.


Refer to the application checklist for a detailed list of submission requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

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 Planning Authority and Code Enforcement'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.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 3/20/14
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PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	sq. ft. N/A
Proposed Total Disturbed Area of the Site	N/A - Previously Developed sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	sq. ft. N/A
Impervious Area (Total Proposed)	sq. ft. N/A
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	sq. ft. 18,400
Building Footprint (Total Proposed)	sq. ft. N/A
Building Floor Area (Total Existing)	sq. ft. 18,400
Building Floor Area (Total Proposed)	sq. ft. N/A
Zoning	
Existing	Eastern Waterfront Port Zone (EWPZ)
Proposed, if applicable	
Land Use	
Existing	Vacant Building Space
Proposed	Lobster Processing
Residential, if applicable	N/A
# of Residential Units (Total Existing)	
# of Residential Units (Total Proposed)	
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	
Proposed Bedroom Mix	N/A
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	
# of Parking Spaces (Total Existing)	N/A
# of Parking Spaces (Total Proposed)	3
# of Handicapped Spaces (Total Proposed)	0
Bicycle Parking Spaces	N/A
# of Bicycle Spaces (Total Existing)	
# of Bicycle Spaces (Total Proposed)	
Estimated Cost of Project	

PRELIMINARY PLAN (Optional) - Level II Site Plan

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
x		1	Completed Application form
x		1	Application fees
x		1	Written description of project
x		1	Evidence of right, title and interest
N/A		1	Evidence of state and/or federal approvals, if applicable
x		1	Written assessment of proposed project's compliance with applicable zoning requirements
x		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
N/A		1	Written requests for waivers from site plan or technical standards, if applicable.
N/A		1	Evidence of financial and technical capacity
x		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
N/A		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
x			Proposed grading and contours;
x			Existing structures with distances from property line;
x			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
N/A			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
N/A			Preliminary infrastructure improvements;
N/A			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
N/A			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
N/A			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
x			Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;
x			Exterior building elevations.

FINAL PLAN - Level II Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
x		1	* Completed Application form
x		1	* Application fees
x		1	* Written description of project
x		1	* Evidence of right, title and interest
N/A		1	* Evidence of state and/or federal permits
x		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
x		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
x		1	* Evidence of financial and technical capacity
x		1	Construction Management Plan
x		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
x		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
x		1	Stormwater management plan and stormwater calculations, including description of project, hydrology and impervious area.
x		1	Written summary of project's consistency with related city master plans
TBD		1	Evidence of utility capacity to serve
x		1	Written summary of solid waste generation and proposed management of solid waste
TBD		1	A code summary referencing NFPA 1 and all Fire Department technical standards
x		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
x		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancelly,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 03-18-14

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 40 Commercial Street, Portland, ME 04101

Chart Block Lot Number: 444/003/001

Proposed Use: Seafood (lobster) processing

Previous Use: Vacant space

Existing Sanitary Flows: 100 +/- GPD

Existing Process Flows: 0 GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

A sanitary sewer lines is suspended from ceiling.

Site Category	Commercial (see part 4 below)	<input type="checkbox"/>
	Industrial (complete part 5 below)	<input type="checkbox"/>
	Governmental	<input type="checkbox"/>
	Residential	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>

Marine

Section 14-301.1.2.a.vi

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: Greg Mitchell/ Kathy Alves Phone: Greg: 207-874-8945, Kathy: 207-837-8892

Owner/Developer Name: Shucks Maine Lobster, LLC

Owner/Developer Address: 150 Main Street, Richmond, ME 03357, attn: Johnny

Phone: 207-329-1791 Fax: 866-925-8333 E-mail: johnny@shucksmaine.com

Engineering Consultant Name: Sebago Technics, attn: Owens McCullough, P.E.

Engineering Consultant Address: 75 John Roberts Road, Suite 1A, South Portland, ME 04106

Phone: 207-200-2100 Fax: 207-856-2206 E-mail: omccullough@sebagotechncs.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 600 GPD

Peaking Factor/ Peak Times: 4am, 9am, 12pm, 3pm

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations. N/A

Total Drainage Fixture Unit (DFU) Values:

Size of External Grease Interceptor:

Retention Time:

Peaking Factor/ Peak Times:

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated:

6,200 - 10,000 GPD

Do you currently hold Federal or State discharge permits?

Yes _____ No x

Is the process wastewater termed categorical under CFR 40?

Yes _____ No x

OSHA Standard Industrial Code (SIC):

NAICS 311710

<http://www.osha.gov/oshstats/sicser.html>

Peaking Factor/Peak Process Times:

See below Industrial Process Wastewater Flow Calculation

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

Domestic Wastewater Flow Calculation

40 employees x 15 gpd = 600 gallons per day

Industrial Process Waterwater Flow Calculations:

Water usage associated with standard operations:

HPP Machine-100 gallons per hour 4am to 12pm

Tail rinsing/washing-60 gallons per hour 5am to 1pm

Ice Slurry Storage-1,600 gallons per day-drained from 11am to 7pm at steady rate

Product glazing-200 gallon tank, dumped at end of day

Sanitation Usage:

Pre-op rinse (optional) 3:30am ozonated water, 200 gallons

Mid shift rinsing, 200 gallons 9am & 200 gallons 12pm

Sanitize & Clean HPP/Butchering area, 12pm 500 gallons

Sanitize & Clean Packing area and balance of plant 8pm - 12pm (or 12pm - 4am if 2nd shift running) 2000 gallons

Exhibit 2

Conditional Use Application



Conditional Use Application Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Conditional Use Review. General information pertaining to the thresholds of review for site plans, public noticing procedures and the fee structure is contained in site plan applications and within the Developer's Packet.

(Please submit the Conditional Use Application in addition to an applicable site plan application.)

PROJECT NAME: Shucks Maine Lobster

CHART/BLOCK/LOT: 444/003/001

RIGHT, TITLE OR INTEREST: (Please identify the status of the applicant's right, title, or interest in the subject property.)

Applicant has a lease agreement with the City of Portland.

(Please provide documentary evidence, attached to this application, of the applicant's right, title, or interest in the property. For Example – a deed, option or contract to purchase or least the subject property.)

VICINITY MAP: (Please attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use.)

EXISTING USE: Describe the existing use of the subject property.

Vacant space within Maine State Pier building.

TYPE OF CONDITIONAL USE PROPOSED:

Seafood (Lobster) processing facility

SITE PLAN: Provide a site plan of the property, showing existing and proposed improvements, which meets the submission requirements of the applicable level of site plan review.

CONDITIONAL USE AUTHORIZED BY: SECTION 14- 301.1.2.a.vi

Address any specific conditional use standards for the specific use contained in the zoning code in the written submission.

STANDARDS – CRITERIA FOR CONDITIONAL USE APPEAL – Section 14-474

Address the following criteria in your written application and any applicable conditional use standards contained in the zoning code for the specific use. See attached.

Upon showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

- a. There are unique or distinctive characteristics or effects associated with the proposed conditional use;
- b. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding areas;
- c. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

CONTACT INFORMATION:

	<p>Applicant's Contact for electronic plans Name: Craig Burgess, P.E, Sebago Technics e-mail: cburgess@sebagotechnics.com work #: 207-200-2081</p>
<p>Applicant – must be owner, Lessee or Buyer Name: Shucks Maine Lobster, LLC Business Name, if applicable: Same Address: 150 Main Street City/State : Richmond, ME Zip Code: 03357</p>	<p>Applicant Contact Information Work # 207-329-1791 Home# 207-329-1791 Cell # N/A Fax# 866-925-8333 e-mail: johnny@shucksmaine.com</p>
<p>Owner – (if different from Applicant) Name: City of Portland, Maine Address: City/State : Zip Code:</p>	<p>Owner Contact Information Kathy Alves Work # 207-837-8892 Home# N/A Cell # 207-233-8523 Fax# 207-874-8473 e-mail: kra@portlandmaine.gov</p>
<p>Billing Information Name: Shucks Maine Lobster, LLC Address: 150 Main Street City/State : Richmond, ME Zip Code: 03557</p>	<p>Billing Information Work # 207-329-1791 Cell # 207-329-1791 Fax# 866-925-8333 e-mail: johnny@shucksmaine.com</p>

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

<p>Conditional Use</p> <p><input checked="" type="checkbox"/> Conditional Use \$100</p> <hr/> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) <p>Third party review is assessed separately.</p>	
<p>Site Plan Application</p> <p>Please submit a separate application for the applicable site plan review. Fees and charges are listed within the site plan application</p>	<p>Site Plan Application submitted and Fees Paid (office use) _____</p>

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

The application for a conditional use review must contain the following items:

- a. Conditional Use Application form that is completed and signed.
- b. Cover letter stating the nature of the project.
- c. Evidence of right, title and interest.
- d. Written Submittals that address the conditional use standards of Section 14-474 and any applicable standards of review contained in the zoning code for the specific use.
- e. One set of the paper plans and maps based upon the boundary survey at a scale not less than one (1) inch to fifty (50) feet and containing the information required for the applicable level of site plan review. The plan requirements and submission requirements are listed in the Site Plan Ordinance (Section 14 -527) of the Land Use Code. Refer to the application checklist for a detailed list of submittal requirements.
- f. One set of the plans at 11X17.
- g. The conditional use application fee and all other applicable fees as determined on the site plan application.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521) and the Conditional Use Standards (Section 14-474). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

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 Planning Authority and Code Enforcement'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.

This application is for a Conditional Use review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 3/20/14
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The Portland Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

CRITERIA FOR CONDITIONAL USE
SHUCKS MAINE LOBSTER

Together with the information provided in the submittal cover letter, we offer the following for the planning board's consideration demonstrating, "a conditional use shall be granted unless the Board determines that:"

- a. *There are unique or distinctive characteristics or effects associated with the proposed conditional Use;*

The proposed project offers a Marine related use that is compatible and compliments existing uses within the area. At the end of the Maine State Pier is Ready Lobster that is a large wholesaler of live lobster. In addition, the general area includes other fishing related processing facilities on nearby piers. Lobster is an important fishery and brand of Maine and the Port of Portland. The re-use of the building for processing Maine Lobster provides for a use that enhances the intent of a working waterfront and supports the fishing industry. In summary, the proposed lobster processing operation is a compatible use within the waterfront area and does not possess any unique or distinctive characteristics associated with the proposed use.

- b. *There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding areas;*

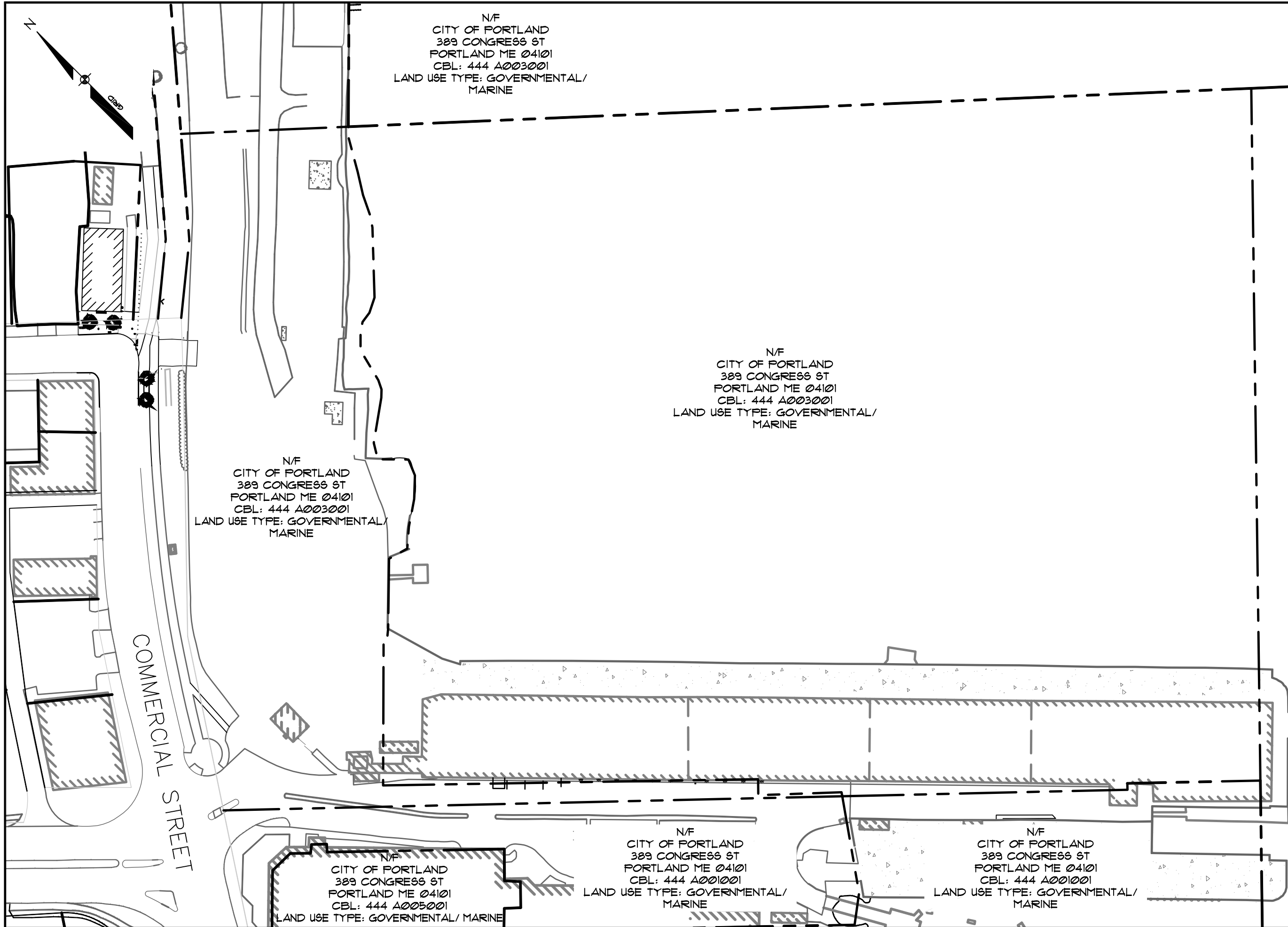
Shucks will occupy and operate their facility within an existing commercial waterfront that is consistent with the intended use. Facility operations will be located within an existing structure that is secured and does not involve or require public interaction. As a result, the project does not have an impact on the safety or welfare of the public. The only activities exterior to the building will be the installation of a loading dock, new employee entry and a liquid nitrogen tank for the flash freezing process.

As part of the project planning, we have prepared a parking and circulation plan focused on traffic circulation in and around the proposed loading dock to be constructed adjacent to the building. A turning movement analysis was completed (see enclosed plan) to identify a suitable location for the loading dock including truck movements accessing the loading dock. As depicted on the plan, the proposed loading dock will be situated to accommodate large truck turning movements at the turn-a-round located adjacent to the Casco Bay Ferry Landing and not impede traffic circulation on the pier.

- c. *Such impact differs substantially from the impact which would normally occur from such a use in that zone;*

Shucks Maine Lobster processes an important Maine product that has a long standing heritage on the Portland Waterfront. The project location is well suited for commercial lobster processing and is compatible with other fishery and marine related activities in the general location. An Example is the Ready Lobster located on the same pier and is a wholesaler of Live Lobster. Nearby

piers such as the Maine Wharf also contain fish processing and wholesaling activities. The Maine State Pier is an excellent location for this type of operation and provides the opportunity to enhance the working waterfront with a compatible use supporting the fishing industry. As a result, the proposed use does not substantially differ from a use that would normally occur in the zone.



SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 1A
South Portland, ME 04106
250 Goddard Rd. - Suite B
Lewiston, ME 04240
Tel. 207-200-2100
Tel. 207-783-5656

VICINITY MAP
OF: MAINE STATE PIER PROCESSING FACILITY
COMMERCIAL STREET
PORTLAND, MAINE 04101
FOR: SHUCKS MAINE LOBSTER
150 MAIN STREET
RICHMOND, ME 04357

DESIGN BY:	OAM/CAB
DRAWN BY:	CAB
CHECKED BY:	CAB
DATE:	03-20-14
SCALE:	1"=100'
FIELD BK:	FIELD BOOK
PROJ. NO:	13430
DWG:	DWG

Exhibit 3

Financing Letter

July 31, 2013

Shucks Maine Lobster, LLC
Attn: W. John Hathaway
150 Main Street
Richmond, ME 04357

Reference Case No. FF-B-174
Shucks Maine Lobster, LLC

Dear Mr. Hathaway:

The Department of Commerce, acting through the National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Fisheries Finance Program (the Government) has in principle approved the financing application made by Shucks Maine Lobster, LLC (the "Borrower").

Upon full compliance with this approval and agreement letter (the "Approval Letter") and applicable statutes and regulations, including but not limited to, Subtitle V of Title 46 of the U.S. Code, formerly known as "Title XI of the Merchant Marine Act of 1936," 46 U.S.C. 53701, et seq., and the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq., as amended, as well as the outstanding guidance and instructions of the Financial Services Division, the Borrower will issue a promissory note (the "Note"), to the Government. The Government will provide financing (the "Transaction") in the manner described below.

(1) PURPOSE:

The purpose of the Transaction is to reimburse the Borrower for capital expenditures related to the Borrower's processing facility located in Portland, Maine (the "Project Property"), equal to 48.9% of the \$6,125,329 depreciated actual cost (the "Project").

(2) NOTE

(2.1) The Note(s) shall involve the following amount and other basic terms.

- (2.1.1) Amount: \$3,000,000 or 80% of the Project's build out and equipment costs, whichever is less.
- (2.1.2) Maturity: 15 years from inception.
- (2.1.3) Amortization¹: Level debt.
- (2.1.4) Payments: Quarterly.
- (2.1.5) Interest Rate: To be determined by the U.S. Treasury rate for agency borrowing.

(2.2) We shall direct that the proceeds of the Note be paid, first, directly to the parties to whom the Borrower is indebted for the Project's eligible cost and, second, to the Borrower (as reimbursement of the Borrower's funds previously expended for the Project's eligible cost) if the amount of the Note exceeds the amount of the Borrower's outstanding indebtedness for the Project's eligible cost.

(3) SECURITY FOR THE NOTE

(3.1) Security for the Note shall be such security agreements, undertakings, and other documents that the Government deems necessary to accomplish the purpose of the Approval Letter and protect the interest of the United States (collectively, the "Security Documents"). All provisions contained in any document required by the Approval in Principle letter, as may be amended, currently, or at any time in the future, must be acceptable to the Government.

The Borrower and the other parties specified below will provide the Government with whatever evidence of compliance with the special requirements, special covenants, and provisions contained in this letter that it may require. All third parties that the Government may require to do work in connection with this Transaction, including but not limited to, private attorneys, marine surveyors, land appraisers or surveyors, equipment appraisers, shall be acceptable to the Government.

¹ An amortization schedule that will estimate the application of payments will be provided at Transaction closing.

(3.2) Loan Covenants

The Borrower, and the other parties specified below, shall, as additional security for the Note, be bound by and subject to the following special requirements, special covenants and provisions:

(3.2.1) Special Requirements

(3.2.1.1) The Project shall be free and clear of all liens, or claims of any nature, except such liens or claims as may otherwise be specifically permitted herein, and the Borrower shall, before Transaction closing, provide the Government whatever evidence thereof the Government may require.

(3.2.1.2) All pledges of all property shall also include appropriate security agreements and filings on all associated appurtenances and rights associated with such pledged property.

(3.2.1.3) If the proceeds of the Note are applied and there remain any claims of any nature against the Project Property, except such claims as may otherwise be specifically permitted herein, the Borrower shall immediately take action to satisfy and discharge such claims. Any failure of the Borrower to do so shall be an event of default, and permit the Government to declare a security default, and to exercise all default rights specified in the Security Documents and permitted by law.

(3.2.1.4) The Borrower shall, regarding the ownership and operation of all of the Borrower's property cause the appropriate authorities to provide the Government, before Transaction closing, with all evidence of proper title recordation and governmental permits, approvals, licenses, consents, permissions, clearances, or other evidence of compliance with governmental requirements.

(3.2.1.5) There shall, before Transaction closing, be no change in the Borrower's financial position, performance, or prospects deemed by the Government to be materially adverse to our interest.

(3.2.1.6) The Borrower shall, before Transaction closing, provide the Government evidence of its authority to enter into the Transaction.

(3.2.1.7) The Borrower shall, before Transaction closing, cause the appropriate parties to provide the Government with evidence of all parties' authority to enter into any portion of the Transaction.

(3.2.1.8) The Borrower shall, before Transaction closing and at the Borrower's sole expense, cause private counsel to provide the Government with a legal opinion that the closing documents when executed and recorded in connection with the Transaction constitute legal and valid obligations fully binding and enforceable against the Borrower or other parties specified below, for the duration of the loan term.

(3.2.1.9) The Borrower shall, at Transaction closing, provide the Government a first position lien interest, by means of a security agreement and associated filings under the U.C.C., real property mortgage or deed of trust, or any other means the Government may require on all fisheries unloading, processing, holding, and distribution equipment (the "Equipment") of whatsoever nature whether currently owned or acquired at any time in the future, together-with all accessories, improvements, replacements, substitutions, or additions thereto, used for the Borrower's fisheries operations on the Project Property, or on any other premises at any other site at which the Borrower now conducts, or in the future may conduct, its fisheries operations and regardless of the Equipment's actual location at any given time.

The Equipment shall, at the Borrower's cost and before Transaction closing, be inventoried (sufficiently to describe with certainty in the first security agreement and associated U.C.C. filing) and valued by an appraisal satisfactory to the Government. The Equipment shall include, but shall not be limited to: all forklifts, bobcats, cranes, pallet trucks, lift trucks, and other product or material movement equipment; all trailers, tanks, trucks, or other rolling stock; all fish unloading, transfer, and conveying equipment; all fish processing equipment; all fish weighing equipment; all cooling, refrigerating, freezing, and other fish holding equipment (blast freezers, plate freezers, coolers, or other refrigeration equipment); all fish packaging equipment; all fish baskets, totes, tanks, tubs, and

other fish holding equipment; all ice makers; all hand and power tools; all office equipment; all together with all associated equipment, machinery, parts, tools, or other items of whatsoever nature and whether fixed or unfixd to the Project Property or any other premises whatsoever.

Notwithstanding the foregoing, the Government may subordinate the priority of its security interest on specific goods or pieces of Equipment associated with the Project to the existing security interest of a secured party that has provided Borrower with financing for the purchase of such goods or pieces of Equipment (the Government's subordination shall not be unreasonably withheld); PROVIDED THAT (1) such purchase financing has been granted on commercially reasonable credit terms that are prudent for the Borrower; (2) such equipment or goods are not (and will not be) affixed or attached to the Project or Project Property so as to constitute a component, appurtenance or fixture; (3) any amount(s) secured does not exceed the purchase price of the specific goods or equipment; and (4) such aforementioned security interest(s) does not attach to any other collateral. The Borrower shall give the Government a list or description of all goods or equipment purchased with financing from other secured parties, and upon full repayment of the indebtedness secured by such goods or equipment, the Government shall retain a first priority security interest in all Project Property.

The U.C.C. Security shall contain (a) provisions allowing the Government to enter upon any premises where the Equipment may be located and marshal, secure, protect, seize, and do all other things necessary to preserve the Equipment immediately upon the Borrower's default, but before any judicial action regarding such default, and (b) such other provisions as the Government deems necessary to accomplish the purpose of the Approval Letter and otherwise protect the Government's interest.

(3.2.1.10) The Borrower will obtain subordination agreements from all other parties having a secured interest in the Project Property or the Borrower's other property that (a) recognize the Government's senior interest in, and sole rights to, the Equipment or the proceeds of the Equipment's liquidation and (b) agree not to interfere in any way, but instead to cooperate in all

reasonable ways, with the Government's representatives entering upon the Project Property or the Borrower's other property and marshaling, securing, protecting, and doing all other things necessary to preserve the Equipment.

(3.2.1.11) The Borrower shall, at Transaction closing, provide the Government a first lien security interest on all equipment located at the Project Property, described as 40 Commercial Street, Portland, ME 04101.

(3.2.1.12) The Borrower shall, at Transaction closing, provide the Government an Assignment of Lease on the Project Property from the City of Portland, Maine.

(3.2.1.13) The Borrower at Transaction closing shall cause Indian Creek Investments, an Alabama General Partnership Composed of W. John Hathaway and Sue-Ellen I. Hathaway, to provide the Government its guarantee of the full principal and interest amount of this note. This guarantee shall be secured by, and limited to, the following:

A. A second mortgage on real estate described as a 200,000 SF corner lot zoned commercial located at Hughes Road and Sunset Boulevard, Madison, Alabama 35875. This lien shall be subordinate to only our existing liens.

B. A third mortgage on real estate located at Hobbs Island Road and Highway 231, Huntsville AL 35875. This lien shall be subordinate to only our existing liens.

(3.2.1.14) The Borrower shall, at Transaction closing, provide the Government a deed of trust, in the full amount of the Note, on real estate, owned by the Company and all improvements thereon which together comprise the Company's fisheries processing facilities located at 150 Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.15) The Borrower shall, at Transaction closing, provide the Government a security interest on all equipment located at the Borrower's processing facility

located at 150 Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.16) The Borrower shall, at Transaction closing, cause W. John Hathaway and Sue-Ellen I. Hathaway (the "Guarantor²") to provide the Government their unconditional personal guarantee of the Company's repayment of the full principal and interest amount of the Note.

(3.2.1.17) The Borrower shall, at Transaction closing, cause Linda L. Bean to provide the Government her personal guarantee of the Company's repayment of the full principal and interest amount of the Note limited to 25% of the loan amount.

(3.2.1.18) The Borrower must, before Transaction closing, provide the Government with verification, satisfactory to us, of capital expenditures for equipment and the build out of the Project Property.

(3.2.1.19) The Borrower must, before Transaction closing, provide the Government with an acceptable, in our sole discretion, an environmental hazards indemnification agreement respecting the Project Property.

(3.2.2) Special Covenants:

(3.2.2.1) In addition to the foregoing covenants, the Borrower shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.2.2.1.1) The Borrower shall not without the prior written consent of the Chief, Financial Services Division, National Marine Fisheries Service, *which consent shall not unreasonably be withheld*, take any of the following actions:

(3.2.2.1.1.1) Pay to any officer, partner, or other party any salary, commission, bonus, management fee, dividend, or other consideration in excess of either reasonable industry standards or ordinary financial prudence for a company of the Borrower's size and

² Use of the singular term "Guarantor" includes the plural, and encompasses all parties listed.

financial condition when such consideration is paid (and the burden of proving reasonability shall be on the Borrower).

(3.2.2.1.1.2) Purchase or redeem any shares of its own stock or ownership interest.

(3.2.2.1.1.3) Make any additional investment (excluding purchases regarding the routine and continuing maintenance and preservation of the Borrower's present property, explicitly including but not limited to the Project, and its productivity) in, or incur any additional liability for, the purchase, acquisition, lease, or other use of any fixed property in connection with the Borrower's present level of operations in any one fiscal year in excess of an aggregate of 10% of the Borrower's total assets.

(3.2.2.2.1.3) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way dispose of their assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.2.1.4) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.1.1.5) By any means whatsoever, allow itself to be acquired by, or otherwise reorganized into any other company, unless the acquiring company or reorganized entity is acceptable to the Government and agrees to: (a) provide a 100% unconditional guarantee of the repayment of all debt actually or contingently owed by the Borrower, (b) be bound by these covenants, (c) be bound by such other covenants as the Government shall reasonably require to protect its interest, and (d) provide such other assurances and security that the Government may require.

(3.2.2.1.1.6) Establish any trust, retirement fund, or any other fund for the benefit of any Borrower,

Guarantor or any party related to the Borrower or any Guarantor, or transfer any funds, property, or other assets of any kind into any such fund whether now or hereafter existing (and any such action shall be void and without effect to the Government's interest³.

(3.2.2.1.1.7) Transfer any funds, property, or other assets to any party by any means for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect as to the Government's interest): provided, however, that reasonable transfers not significantly affecting the Borrower's net worth, and not inconsistent with the Borrower's obligation to protect the Government from loss by preserving its net worth, shall be exempted.

(3.2.2.1.2) The Borrower shall (within 10 days of its first knowledge thereof) give the Government notice of any pending litigation, business reversal, casualty, loss, or any other matter that materially diminishes: (a) its ability to service this debt, (b) its ability to perform any other duty or obligation owed under this debt, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom we have recourse.

(3.2.2.1.3) The Borrower shall give the Government annually, at the end of each of its accounting or tax years: (a) the Borrower's balance sheet at the end of each such year, (b) the Borrower's income and expense statement for the preceding 12 months of each of such years, (c) the Borrower's Federal Income Tax Return for each of such years (all together with all supporting schedules). Independent certified public accountants acceptable, in our sole discretion to us, shall, according to generally accepted accounting principles, compile the annual financial reports required under (a) through (c) hereof.

³ This provision excludes contributions, not exceeding the maximum allowed by current IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.2.2.1.4) The Borrower shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch as soon as possible, but in no event later than 90 days after the close of the accounting period to which they relate. All of the Borrower's tax returns must be timely filed (in accordance with the Internal Revenue Service (IRS) deadlines or agreements between the Borrower and the IRS and delivered to the Government within 15 days of their filing with the U.S. Internal Revenue Service.

(3.2.2.1.5) All annual financial reports required hereunder shall include a certification from the Borrower's president, managing partner, or authorized representative that either (a) there has been no default under the Security Documents during the reporting period, or (b) there has been a default or defaults under the Security Documents during the reporting period, in which latter case the nature, extent, prospective consequences, and all other relevant details of such default or defaults shall be fully set forth in such certification. This certification must attest that all taxes and assessments on property pledged as collateral for the loan are fully paid and current.

(3.2.2.1.6) The Borrower shall permit the Government, or any representative selected by it, in such manner and at such times as we may reasonably require, to: (a) make inspections and audits of any books, records, papers, or other documents of whatsoever nature in the Borrower's custody and control (or in any other entity's custody or control) relating in any way to the Borrower's financial or business condition, (b) make extracts there from, and (c) make inspections and appraisals of any of the Borrower's physical assets. The Borrower shall, within thirty days of our demand, pay the Government for the cost of all such inspections, audits, or appraisals, and all such amounts disbursed by the Government for such purpose shall, until fully repaid by the Borrower, be: (a) added, payable upon our demand, to the Note, (b) earn interest at the same rate as the other principal of the Note, and (c) be secured by the Security Documents.

(3.2.2.1.7) Should a limited fisheries access system be initiated at some future date under which the Borrower is granted a transferable fishery participation right,

harvest privilege, or management allocation, regardless of the name given to such right, privilege or allocation, including (but not limited to) any allocations, permits, quotas, licenses, cage tags, or any other fisheries access restriction or right affecting, necessary for, or in any other way (however characterized) associated with any of the property included in or subject to the Security Documents, the Borrower agrees that it shall grant to the Government a full senior security interest in such allocation by whatsoever means deemed by the Government to be appropriate (including, but not limited to, the Borrower's execution of security agreements and the filing of financing statements under the U.C.C.). Further, if the Borrower fails to do so, Borrower agrees that the Government may use the attorney-in-fact provisions conferred upon it by the Security Documents to execute, deliver, and otherwise perfect whatever documents may be required to accomplish the grant to the Government of a full security interest in such fisheries right, privilege or allocation.

(3.3) Guarantor Obligations:

(3.3.1) In addition to all covenants of whatsoever nature in our customary form of Security Documents, the Guarantor shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.3.1.1) The Guarantor shall not without our prior written consent, *which consent shall not unreasonably be withheld*, take any of the following actions:

(3.3.1.1.1) Establish any trust, retirement fund, or any other fund (however characterized) for the benefit of itself or of any party, or transfer any funds, property, or other assets of any kind (however characterized) into any such fund whether now or hereafter existing (and any such action shall be void and without effect insofar as our interests are concerned)⁴.

⁴ This provision excludes contributions, not exceeding the maximum allowed by IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.3.1.1.2) Transfer any funds, property, or other assets (however characterized) to any party, person, or entity by way of gift or by any other means (however characterized) for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect insofar as our interests are concerned): provided, however, that reasonable transfers not significantly affecting the Guarantor's net worth, and not inconsistent with the Guarantor's obligation to protect us from loss by preserving its net worth, shall be exempted.

(3.3.1.1.3) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way (however characterized) dispose of its assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.1.4) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way (however characterized) for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.2) The Guarantor shall give us annually, at the end of each of its tax years, a certified correct copy of (a) the Guarantor's balance sheet at the end of each such year and (b) the Guarantor's Federal Income Tax Return for each of such years (all together with all supporting schedules). The Guarantor shall also give us at any reasonable time any other financial statements, books, records, or reports we may reasonably, by written notice, from time-to-time require.

(3.3.1.3) The Guarantor shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch. The Guarantor shall deliver all financial statements to us as soon as possible, but in no event later than 90 days after the close of the accounting period to

which they relate. The Guarantor shall timely file all tax returns (in accordance with IRS deadlines or agreements between the Company and the IRS) and deliver them to us within 15 days of their timely filing with the U.S. Internal Revenue Service.

(3.3.1.4) The Guarantor shall (within 10 days of its first knowledge thereof) give us notice of any pending litigation, business reverse, casualty, loss, or any other matter (however characterized) that materially diminishes: (a) its ability to service any debt actually or contingently owed the Government, (b) its ability to perform any other duty or obligation owed the Government, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom the Government has recourse.

(3.3.2) Any violation of any of these covenants shall be an event of default, and may constitute grounds for the Government's declaration of a security default, under any and all default rights specified in the Security Documents and cause the Government, in its sole discretion, to immediately accelerate the full unpaid amount of the Note, foreclose under the Security Documents, and fully pursue all default rights specified in the Security Documents and all other remedies for collecting the Note.

(3.3.3) Any violation of these covenants by the Borrower or the Government's verifiable determination that the Borrower's financial condition has deteriorated and jeopardizes the Borrower's continuing ability to perform its responsibilities in connection with the loan, may cause the Government, in its sole discretion, to deem itself insecure and permit the Government to take action to limit potential losses in connection with a defaulted loan or loan in jeopardy of default including, but not limited to, requiring additional collateral or a greater equity contribution from the Borrower.

(4) INSURANCE REQUIREMENTS:

(4.1) PROPERTY COVERAGE:

(4.1.1) The Property located at 40 Commercial Street, Portland, ME must have business personal property insurance

for the replacement cost, with a minimum of \$2,485,000. In addition to the contents, coverage must include inventory, equipment, and work in progress.

(4.1.2) The Property located at 150 Main Street, Richmond, ME must have all risk building and personal property insurance for the replacement cost of the facility, with a minimum of \$2,348,000 building and \$2,000,000 business personal property. In addition to the building, coverage must include contents, inventory, equipment, and work in progress.

(4.1.3) Both Properties must have business interruption insurance for actual loss sustained at each location.

(4.1.4) Both Properties must have boiler and machinery insurance for an amount not less than the outstanding balance of this financing. The initial amount will not be less than \$5,719,902.

(4.2) LIABILITY COVERAGE:

(4.2.1) Both Properties must have a commercial general liability policy. Minimum limits of liability must be \$1,000,000 per occurrence plus \$2,000,000 general aggregate.

(4.2.2) Both Properties must have umbrella liability for a total of \$2,000,000 minimum.

(4.2.3) Both Properties must have a business auto policy placed at \$1,000,000 minimum to include all land motor vehicles, trailers, or semitrailers designed for travel on public roads and owned, leased, or otherwise controlled by the facility.

(4.2.4) Both Properties must have statutory state limits of workmen's compensation, including proper classifications for all workers, with coverage equal to or greater than \$100,000. The workmen's compensation coverage must include employer's liability with a minimum of \$100,000.

(4.3) GENERAL REQUIREMENTS:

(4.3.1) We must be provided in a timely manner with original policies, binders, and endorsements. Such policies must list the NMFS headquarters address as follows for the additional assured or mortgagee as indicated.

National Marine Fisheries Service
Financial Services Division, F/MB5
1315 East-West Highway
Silver Spring, MD 20910

(4.3.2) We must be named as additional assured on all liability insurance.

(4.3.3) We must be listed as first mortgagee on all property coverages.

(4.3.4) We must have thirty (30) days notice of cancellation on all coverages.

(4.3.5) We must be provided with our standard NMFS Form 2-267(a) shoreside endorsement for property and NMFS Form 2-267(b) shoreside endorsement for liability.

(4.4) Such other usual and customary insurances as we may require. We attach our standard requirements for insurance.

(5) INSPECTIONS:

The Government may cause inspectors (appraisers, surveyors, engineers, or architects) of its choice to inspect all Project Property and Equipment prior to Transaction closing.

Although the Government shall choose these inspectors, they shall work for the Government, and it may initially pay them, you are solely responsible for their cost. In the event that the Government pays them, you are obligated to reimburse the Government and hereby unconditionally promise to, within 30 days of its demand, pay for the cost of all such inspections. All amounts disbursed by the Government for this purpose shall, if not fully repaid to the Government by the date the Transaction is closed, be: (a) added, payable upon its demand, to the Note, (b) earn interest at the same rate as the Note, and (c) be secured by the Security Documents.

The Government will consult with you about the kind and cost of inspection services required. It shall endeavor to keep all inspections, and all costs for them, as reasonable as possible. Nevertheless, the choice of inspectors and services shall be the Government's, and failure of the inspection results to meet, for its sole purposes, its approval, or your failure to reimburse the Government for all inspection costs

shall constitute, in its sole discretion, either cause for withdrawal of the Approval Letter or a security default under the Security Documents.

(6) PRE-CLOSING:

(6.1) Please let our Regional Financial Services Branch at the address specified in (9) below, know, at least 45 days in advance, the date you need the Transaction closed. The Government will need to verify or arrange many things, for example:

(6.1.1) The depreciated actual costs eligible for the Transaction.

(6.1.2) The adequacy of all required insurance (communicate about insurance matters directly with our Central Insurance Servicing Unit at the address specified in (9) below, rather than our Regional Financial Services Branch).

(6.1.3) The absence of liens on property involved in the Transaction (other than those permitted herein).

(6.1.4) All closing documentation factors including the availability of your private counsel where the Transaction involves real property, U.C.C. filings, or other unusually complicated factors. *Where the Transaction involves real property mortgages or U.C.C. filings, your attorney will have to prepare, and submit all closing documents involving the real estate or U.C.C. filings to the Government before Transaction closing.*

(6.1.5) Your possession of all necessary permits, licenses, approvals, and other clearances required to do business.

(6.1.6) Verify that the Borrower continues to have no permit sanctions or Notice of Permit Sanctions and no unpaid final and unappealable civil penalties under the provisions of Federal statutes protecting living marine resources.

(6.1.7) No change in any party's financial or economic circumstances or prospects deemed by the Government to be materially adverse to its interest.

(6.1.8) The availability of all parties at Transaction

closing.

(6.1.9) The availability of all required documentation of good standing and authority to enter into the Transaction, etc.

(6.1.10) The accomplishment of all other matters that constitute, in its sole discretion, conditions precedent to the Government's willingness to close the Transaction.

(6.1.11) The time, date, and place of Transaction closing.

(6.2) The Government will prepare the appropriate documents to be executed by the parties at closing. In those circumstances where the Transaction includes real estate mortgages and/or Uniform Commercial Code filings, Borrower's attorney may be required to prepare the relevant documents including an opinion letter that the documents if appropriately recorded will adequately secure the interest of the Government for the term of the loan.

(7) CLOSING:

Our Regional Financial Services Branch will close the Transaction.

The Government will not close the Transaction unless all parties hereto have fully complied with all requirements of the Approval Letter and all subsequent Transaction closing instructions.

You must, at Transaction closing, provide funds for all required document filing, mortgage recordation, title transfer, or other fees that may be required to perfect the closing documents and complete the closing. You must, at Transaction closing, provide funds for any fees owed to Government. You must, at Transaction closing, provide funds to reimburse the Government for any inspection or other expenses it may have incurred in your behalf.

(8) POST-CLOSING:

The proceeds of the Note will be transferred, by electronic wire transfer if possible, to the parties indicated by the intent and purpose of the Approval Letter. Disbursement will occur after all Transaction closing documents required by the Approval Letter have been fully perfected (including transfer,

recording, and filing where required) and all other Transaction closing requirements have been completed and approved by the Government.

(9) CONTACT WITH US:

The Regional Financial Services Branch (Branch) that will close the Transaction and service the Borrower's loan during the life of the financing, is:

Financial Services Branch, F/MB51
National Marine Fisheries Service
55 Great Republic Drive
Suite 02-700
Gloucester, MA 01930-2209

Phone: (978)281-9222
Fax: (978)281-9375

Borrower may communicate with the Branch on all matters except insurance. Borrower shall communicate on all insurance matters directly with the Central Insurance Servicing Unit:

Insurance Servicing Unit
Financial Services Division, F/MB5
National Marine Fisheries Service
1315 East West Highway
Silver Spring, Maryland 20910

Phone: (301) 427-8767
Fax: (301) 713-1306

Borrower shall contact both the Branch and the Central Insurance Unit as soon as all parties required to do so have signed the Approval Letter and Borrower has returned the Approval Letter to the Branch. The Government and the parties will benefit by having as much time as possible to prepare for closing the Transaction.

This case number is FF-B-174. All correspondence with and checks to the Government must include this number.

(10) SIGNING THE APPROVAL LETTER:

All parties listed in the signature section of the Approval Letter must sign the Approval Letter in the designated spaces

provided and return it (with original signatures) to the Branch. This evidences the acceptance by all parties of the terms and conditions of the Approval Letter. Nothing can go forward until all parties have signed the Approval Letter and their original signatures thereon are in the Government's possession.

(11) GENERAL:

(11.1) The Chief, Financial Services Division, or his designee, may negotiate at any time, now or in the future, with any party to the Approval Letter, any creditor, or any other party whatsoever about: the Approval Letter, the liability of any party, the collateral securing the Transaction, the Security Documents, or any other matter affecting the Transaction. All parties will receive notice of any pending amendment and any resulting amendment of the Approval Letter shall require the written agreement of the parties, except those who have specifically waived notice or the necessity of their consent to amendments to the Approval Letter, the Note or any other Security Document. The parties hereby give the Government the right to enter into separate agreements with one or more of the parties, i.e. individually or with a subset of the parties hereto; such agreements may pertain to this Approval Letter's provisions, the Security Documents, the Note, Guaranty Agreements, or any other aspect of the Transaction. Any resulting change in the Approval Letter shall not be cause for damage, counterclaim, or set-off by any party hereto. It is the sole responsibility of all parties to verify for themselves the final conditions under which the Transaction is being closed.

(11.2) All parties must meet such other conditions as the Government may reasonably deem necessary to accomplish the intent and purpose of the Approval Letter and to otherwise protect the interest of the Government.

(11.3) With respect to the content herein, this Approval Letter is the entire and exclusive agreement between the parties, and supersedes all prior documents and offers. In the event of any inconsistency between the terms of this Approval Letter and the terms of the Security Documents, statutes or regulations applicable to this Transaction, then the Security Documents, statutes or regulations shall supersede the Approval Letter.

(11.4) All parties hereto forever waive all right to sue, or otherwise counterclaim against, the Government based on any claim of past, present, or future oral agreement between the parties.

(11.5) The provisions of the Approval Letter are severable and, in the event any portion thereof is held to be void, invalid, non-binding, or otherwise unenforceable, the remaining portion thereof shall remain fully valid, binding, and enforceable against all parties hereto.

(11.6) The Borrower and Guarantor (if any) acknowledge and agree that the Approval Letter and /or the Security Documents contain, or will contain, provisions for the protection of the Security interests of the Government (including, but not limited to, acceleration, assumption and subrogation provisions) liens, release of liens, payment of taxes, and other matters that the Government may prescribe. Any breach of the terms of the Approval Letter or Security Documents may, in the sole discretion of the Government, result in cancellation of the loan approval and void disbursement of loan funds.

(11.7) The exercise of any of the Government's rights shall be at its sole discretion. The Government's failure at any time to exercise any or all of its rights shall not constitute a waiver of any of those rights.

(11.8) In the event the Government determines, in its sole discretion, that any party's financial condition has deteriorated enough to jeopardize the Borrower's continuing ability to perform its responsibilities in connection with the loan, the Government may take action(s) to limit potential losses in connection with a defaulted loan or loan in jeopardy of default. These actions include, but are not limited to, requiring additional collateral or a greater equity contribution.

(11.9) This Approval Letter shall not, by implication or otherwise, be construed to limit or impair the power or authority of the United States of America to enforce the laws of the United States (and any regulations promulgated under those laws), including, but not limited to, the Magnuson-Stevens Fishery Conservation and Management Act, various treaties and implementing acts, or other applicable statutes. Accordingly, except to the extent that this Approval Letter

indicates that we have approved your loan application and intend to proceed to close this loan (subject to the terms and conditions within this Approval Letter, Security Documents, applicable regulations or guidelines, and other documents related to the Transaction), this Approval Letter does not constitute or imply the grant, by any other agency, division or department of the United States of America (including, but not limited to, any other unit of the National Marine Fisheries Service, the Department of Homeland Security, or the Department of Justice) of any other consent, accord, satisfaction, advice, or a waiver of rights, power or authority.

(12) SIGNATURES:

(12.1) The parties required to do so may sign the Approval Letter in any number of counterparts, and all such signed counterparts shall constitute one and the same Approval Letter.

(12.2) The undersigned hereby agree to, and shall henceforth be bound by and subject to, for the life of this loan, all provisions set forth in the Approval Letter or Approval Letter as amended.

(12.3) FIRST PARTY: United States of America, Acting by and through the Secretary of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service:

By: _____
Brian Summers
Financial Assistance Specialist

For: _____
Paul Marx, Chief
Financial Services Division

(12.4) SECOND PARTY: Shucks Maine Lobster, LLC:

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____

Title: _____

(12.5) THIRD PARTY: Indian Creek Investments

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____

Title: _____

(12.6) FOURTH PARTY: W. John Hathaway:

By: _____ Date: _____
W. John Hathaway

Witness:

By: _____ Date: _____

(Print Witness' Full Name)

(12.7) FIFTH PARTY: Sue-Ellen I. Hathaway:

By: _____ Date: _____
Sue-Ellen I. Hathaway

Witness:

By: _____ Date: _____

(Print Witness' Full Name)

(12.8) SIXTH PARTY: Linda L. Bean:

By: _____ Date: _____
Linda L. Bean

Witness:

By: _____ Date: _____

(Print Witness' Full Name)

Exhibit 4

Lease Agreement

LEASE AGREEMENT
for a Portion of
PORTLAND OCEAN TERMINAL

This lease, made in triplicate original as of the 18th day of August, 2013, by and between the **CITY OF PORTLAND**, a Maine municipal corporation having its principal place of business at 389 Congress Street, Portland, Maine (hereinafter referred to as "Landlord") and **SHUCKS MAINE LOBSTER, LLC**, a Maine limited liability corporation with a mailing address of 190 Mills Rd. Kennebunkport, ME. 04046 (hereinafter referred to as "Tenant").

WHEREAS, Landlord has available warehouse space at the Portland Ocean Terminal ("POT") located at 40 Commercial Street in Portland; and

WHEREAS, Tenant wishes to lease warehouse space within the POT; and

WHEREAS, Landlord agrees to lease warehouse space to Tenant, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Landlord has sufficient right, title and interest in and to the real property, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained,

WITNESSETH:

1. **Premises; Security:**
 - a. The property described below and depicted on Exhibit A, attached hereto and made part hereof are collectively, the "Premises".
 - b. Landlord does hereby lease, demise and let unto Tenant approximately 18,800 square feet of warehouse space for its exclusive use located within the central portion of the POT warehouse, and depicted as "Shucks Primary Lease Area: +/- 18,800 sq ft" on Exhibit A. Tenant shall have no authority to modify or make any changes to the Premises without the prior consent of Landlord which consent shall not be unreasonably withheld. Landlord hereby accepts the modifications, improvements, and changes proposed in Exhibit A attached hereto.
 - c. Tenant, at its own cost and subject to approval by Landlord, shall install a structure, such as an interior wall or fence to separate the Premises from the remainder of the POT as shown in Exhibit A attached hereto.

- d. Tenant, at its own cost and subject to approval as to design and construction by Landlord, shall construct two loading docks and doors, a nitrogen tank and an additional door for employee access on the southwestern side of the POT generally as shown in Exhibit A attached hereto to access the property depicted on Exhibit A. The location of such improvements is subject to agreement between Tenant and Landlord. Once completely constructed, Tenant shall have access to the loading docks on both the west and east sides of the Premises for acceptance of deliveries and shipping by vehicle, during the term of this lease. Upon termination of this lease, all such improvements, excluding the nitrogen tank, shall become property of the Landlord, without cost to the Landlord or payment to Tenant subject to Section 14. Tenant shall promptly remove the nitrogen tank, upon termination, or sixty (days) from date of termination, or it shall become the property of the Landlord.
- e. Security Rules: Tenant shall comply with all safety and security requirements in its operations hereunder. All Tenant employees working at the POT shall obtain a Transit Worker Identification Credential (TWIC) and shall display such TWIC cards at all times when at the POT, whether within the Premises or on the Common Use Space. Tenant further agrees that its officers, employees and agents shall abide by the provisions of the Landlord's Federal Facility Security Plan, and with any other security directives or policies that may be promulgated from time to time by the Landlord, the State of Maine or by agencies of the Federal Government during the term of this Agreement, all of which are attached as Exhibit B and made a part hereof. If required by the U.S. Coast Guard or other agency(ies) with appropriate jurisdiction, Tenant shall create its own Facility Security Plan.

Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of Tenant's (including its officers, volunteers and employees) failure to comply with the covenants of this paragraph, and such failure shall be deemed a default under this Agreement.

- f. Access: Tenant shall be provided with access to the Premises on a twenty-four (24) hour basis through the use of a key, and Tenant shall be responsible for ensuring that its employees understand the security requirements of POT and that only Tenant's authorized persons are provided access, and in the course of doing the Tenant's business. Authorized persons shall include Tenant's officers, employees, guests, clients, customers, inspectors and visitors from adjoining cruise ships and boats who have entered POT security space.
- g. The Tenant's rights of occupancy are subject to the right of the Landlord to occasionally use the Premises for access to the portions of the Maine State Pier/Portland Ocean Terminal, and to that extent Tenant's rights are not

exclusive. Such use by the Landlord shall be made in a manner so as to not interfere with the Tenant's use, to the extent reasonably possible.

2. Term.

- a. Subject to the Section below concerning termination, the initial term of this Agreement shall commence six (6) months from the date of Landlord's approval of Tenant's construction plans that have received all necessary permits and licenses and shall continue for a fifteen (15) year term. That portion of the rights leased hereunder which is the right to use parking spaces (see Section 6 below), shall have a different Term; with respect to those rights only, the term is for two years, from the date this leasehold begins; the term of these rights to use parking shall automatically renew for two years, unless either party hereto gives notice before December 1 of any year, of nonrenewal; and these rights to use parking spaces shall not renew for any period after the Term described above has ended.
- b. Option to Lease Northwesterly Additional Space: Tenant shall have the right to lease the adjoining area shown as "Shucks Expansion Option: +/- 5,700 sq ft" on the attached Exhibit A, under the same terms and conditions outlined in the Lease herein, and with a pro rata adjustment to the rent due hereunder. If not exercised before July 1, 2015, this Option shall then expire. The option shall be exercised by giving the Landlord written notice, at least 60 days prior to the desired occupancy date.
- c. Option to Lease Southeasterly Additional Space: Tenant shall have the right to lease the adjoining area shown as "Shucks or Ready Expansion Option: +/- 9,200 sq ft" on the attached Exhibit A, under the same terms and conditions outlined in the Lease herein, and with a pro rata adjustment to the rent due hereunder. If not exercised before July 1, 2016, this Option shall then expire. The option shall be exercised by giving the Landlord written notice, at least 60 days prior to the desired occupancy date. If Ready notifies the Landlord that it desires to exercise its subordinate option to lease this same space, Tenant must either exercise its option within 15 days of receiving notice from Landlord that Ready has given such notice to the Landlord, or Tenant's option to lease this space shall terminate.

3. Permitted Uses.

- a. Tenant Uses: Tenant may use the Premises for any permitted conditional use or uses in accordance with City of Portland Code of Ordinance, including but not limited to wholesale, offloading, warehousing, storage, packaging, shipping, receiving, processing, manufacturing, office space, refrigerated and freezer storage, food service, preparation and testing, educational display and cooking, and any other necessary activities associated with Shucks Maine Lobster as

determined by the Planning Authority to be consistent with the Eastern Waterfront Zone or its successor.

- b. Tenant may, upon receipt of written consent of Landlord which consent shall not be unreasonably withheld, make physical improvements to Premises to support Tenant's use.
- c. Landlord uses: Landlord reserves the right to permit other parties to use the remainder of the POT warehouse (other than the Premises) during the term of this Agreement and thereafter, so long as such use does not unreasonably interfere with the use of the Premises by Tenant as permitted or required by this Lease Agreement.
- d. Tenant agrees to use commercially reasonable efforts to work with the Landlord to coordinate Tenant's use of the Premises with other tenants and users of the POT warehouse, as well as other uses of the Maine State Pier.
- e. Nothing herein is intended to create, nor shall it be deemed to be, a joint venture between the parties.

4. Rent.

Rent for the Premises shall be \$10.54 per square foot per annum during the initial term of the Lease, during 2013, payable in equal monthly payments in advance on the first day of each month of the term of this Lease Agreement. The Rent shall increase by two percent (2%) each year thereafter, on January 1 of each year. Tenant shall only be responsible, in the final calendar year of this Lease, for the prorated portion of the annual Rent, corresponding with the date of termination of this Lease.

5. Utilities.

The Landlord shall provide, at Tenant's expense, separate electrical and water meters or submeters to separate Tenant's electrical and water usage from that of Landlord and other users of the POT. Tenant shall pay Landlord monthly for its water and electric usage. Landlord is not responsible for providing heat to the Premises.

6. Parking.

Landlord shall provide 10 parking spaces in the Thames Street gravel lot located on Commercial Street across from Ocean Gateway, or another mutually agreed upon location for exclusive use by Tenant. See Section 2 for term of this right to use parking spaces.

Landlord shall provide three (3) parking spaces on the State Pier for exclusive use by Tenant.

Landlord shall not allow any parking other than by Tenant or Tenant's delivery vehicles immediately adjacent to the POT. Landlord shall maintain a striped pedestrian walkway along the west side of the POT from the Main Gate to the end of the Tenant's Premises.

Landlord hereby grants Tenant the right to use the wharf on the east side of the POT for pedestrian and vehicle traffic for the purpose of access to the Premises for employees, invited guests, and delivery vehicles who have obtained proper security clearance. Landlord may limit vehicular traffic in this area on days when cruise lines are docked at the POT.

7. Tenant to Plow and Remove Snow

Tenant, at Tenant's expense, shall be responsible for plowing and removing snow from the loading dock access area and driveway.

8. Tenant to Remove Trash and Debris.

Tenant, at Tenant's expense, shall maintain the entire portion of the Premises in the same condition and repair as it has on the commencement of this Agreement, except only for reasonable wear and tear, and shall remove all trash and debris attributable to it from the Premises. No waste, water, process water, or trash or other material or fluid(s) shall be placed in the waters under or near the Premises, without Tenant providing written notice of the same to Landlord, and demonstrating to Landlord that any required permits or approvals have been obtained by Tenant, and only with written permission from Landlord which permission shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord does hereby consent to Tenant operating a raw seawater intake and discharge system on the Premises in conjunction with its live lobster tanks, if any, if permitted by law and if any applicable permits have been obtained by Tenant.

9. Compliance with Laws.

Tenant shall, at its own cost and expense, promptly observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county and city governments, including the City Of Portland Facilities rules as they may be amended from time to time, and of all other governmental authorities, affecting the Premises or appurtenances thereto, while such laws or regulations are in force, regardless of when enacted. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of Tenant's failure to comply with the covenants of this Section, and such failure shall be deemed a default under this Agreement. Tenant shall be responsible for obtaining all necessary permits and licenses required for its use and occupancy of the POT at its own cost and expense.

10. Indemnification.

- a. General. To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to Landlord employees or property), including but not limited to claims based upon violation of any environmental law or regulation, except to the extent that such claims arise from a negligent act or omission of the Landlord, its officers, agents, servants or employees.

Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, material men, and suppliers. In cases in which Landlord is a party, Landlord shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to Landlord which would otherwise exist.

- b. Without limiting the foregoing, to the fullest extent permitted by law, Tenant hereby agrees to assume all risk of injury, harm or damage to any person or property (including but not limited to all risk of injury, harm or damage to Tenant's officers, agents, employees, contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the POT, the parking provided, the Premises, or any POT warehouse property or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the Landlord harmless from any such liability, claims, damages, losses or expenses.
- c. Covenant against liens: Tenant shall not cause or permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord, Tenant shall post a bond warranting payment of any such lien in the event Tenant contests such lien.
- d. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

11. **Insurance.**

- a. Amounts. Without expense to the Landlord, and with no lapse in coverage, Tenant shall procure and maintain, at its own cost, and show evidence to the Landlord of the following insurance to protect the Landlord from claims and damages which may arise from Tenant's operations under this Agreement, whether such operations shall be performed by the Tenant or by anyone directly or indirectly employed by it, in the types and minimum amounts set forth below:

<u>Description</u>	<u>Coverage</u>	<u>Each Occurrence</u>
(i) Commercial General Liability	B.I./P.D.	\$1,000,000
(ii) Automobile Liability Insurance		\$ 400,000
(iii) Worker's Compensation		Maine statutory amount

- b. Landlord protected. The Landlord shall be named as an additional insured under items (i) and (ii) above. Tenant shall also provide evidence of Workers Compensation coverage in the statutory amounts.
- c. Notice to Landlord. All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Landlord. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, Tenant shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement.

All policies required hereunder shall be primary to any insurance or self-insurance which Landlord may maintain for its own benefit. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, to the extent caused by, or resulting from negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors.

- d. Certificates. Certificates or other evidence of insurance coverages required of Tenant in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the Landlord prior to use of the Premises. Such certificate or certificates shall at all times while this Agreement is in effect provide Landlord with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier.

12. Assignment/Subletting.

Tenant shall not sublease, transfer or assign this Agreement or the rights granted hereunder at any time during the term of this Agreement. No such assignment or subletting shall relieve Tenant of any obligations hereunder and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefore in the same manner as Tenant.

Landlord hereby grants the following exception: Tenant may collaterally assign this Agreement to a bona fide Lender for the purposes of obtaining and/or securing financing.

13. Casualty Damage.

- a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by Tenant. Provided, however, in the event of such destruction or damage, either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Agreement shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.
- b. Tenant shall be responsible for covering the equipment and supplies with such property and casualty insurance as it deems necessary and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to its property, equipment and/or supplies while located at the POT, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant shall defend, indemnify and hold the Landlord harmless from any claim based upon any damage, loss or casualty to its property, equipment and/or supplies while at the POT. Any casualty insurance obtained by Tenant for its property, equipment or supplies at POT shall include a waiver of subrogation against the Landlord.

14. Termination for Convenience or Cause.

- a. Landlord may, in its discretion and for its convenience, terminate this Agreement upon no less than Three Hundred Sixty (360) days prior written notice to Tenant. In the event of termination during a rental period, Landlord will reimburse to Tenant documented initial construction expenditures made by Tenant for the purposes of build-out, improvements, additions or installations to the Premises, but such reimbursement shall be calculated as set forth below, in subsection (b) and in no event shall exceed \$1,000,000; also in the event of termination,

Landlord will reimburse Tenant for the pro-rated amount paid in rent for any time period after the effective date of the termination; provided, however, that Tenant shall remain liable to pay any Rent accrued and owed for the time period prior to the effective date of termination.

- b. The reimbursement under subsection (a) above will be based upon the initial investment amount not to exceed \$1,000,000 (Tenant is of course free to invest more than this, but this amount is, as stated above, the limit for the purpose of this reimbursement) and the reimbursement required under this Section shall be reduced over fifteen (15) years per annual schedule shown on Exhibit C.
- d. Either party may terminate this Agreement upon no less than Thirty (30) calendar days' prior written notice for failure of the non-terminating party to comply with the terms and conditions of this Agreement. In such event, the non-terminating party shall have the right to cure such default within the Thirty (30) day period or in the case of default in any payment due hereunder, within Ten (10) calendar days of receipt of notice of such default. Such notice of default shall be required to coincide with a rental period.
- d. Upon any termination of this Lease for reasons other than Convenience as outlined in 14(a) above, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of Section 15 herein regarding Return of Premises. If this lease is terminated, Tenant shall remain liable to Landlord for all Rent accrued and unpaid up to the date of such termination. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of this Agreement or termination of this Agreement other than as outlined in 14 a. above.

15. Return of Premises; Trade Fixtures.

Tenant at the expiration or termination of this Agreement shall peaceably yield up to Landlord the Premises in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties not caused by Tenant, its officers, employees, agents, invitees or contractors excepted. Tenant shall remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant at its expense. Should Tenant fail to remove its fixtures, equipment or property within Ninety (90) days of a notice to do so from Landlord, ownership of such fixtures, equipment and property shall automatically be vested in Landlord and Landlord have the right dispose of such fixtures, equipment and property in any manner it sees fit, and retain all proceeds therefrom. Notwithstanding the foregoing, Tenant shall continue to be liable to Tenant for the costs of any such removal and disposal in excess of any such proceeds.

16. Covenants.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the term of this Agreement. Each party covenants that the Agreement is signed by a duly authorized individual.

17. Notices.

Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent.

To Tenant: John Hathaway
Shucks Maine Lobster, LLC
190 Mills Rd.
Kennebunkport, ME. 04046

To Landlord: Mark H. Rees
City Manager
389 Congress Street
Portland, Maine 04101
cc: Director of Public Buildings (~~at same address~~)

*239 Park Avenue, Portland, ME
04102*

The Landlord's representative for administration of this Agreement shall be the Director of Public Buildings or his/her authorized designee.

18. Amendment.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

20. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be

no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

21. Non-Waiver.

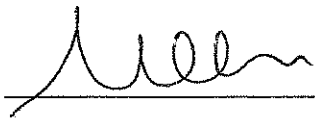
No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

22. Brokers.

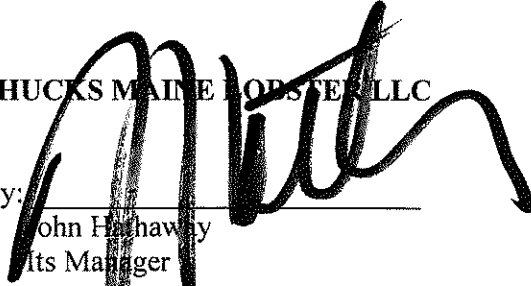
Landlord and Tenant each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with this Agreement. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim.

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

WITNESS:

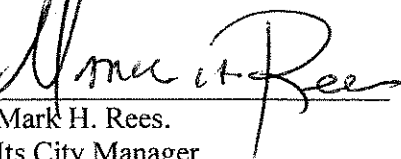


SHUCKS MAINE LOBSTER LLC

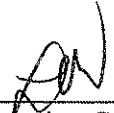
By: 
_____ John H. Hawley
Its Manager

WITNESS:

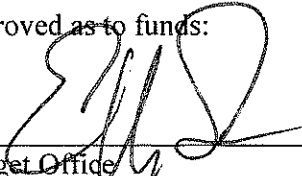
CITY OF PORTLAND

By: 
_____ Mark H. Rees.
Its City Manager

Approved as to form:


_____ Corporation Counsel's Office

Approved as to funds:


_____ Budget Office

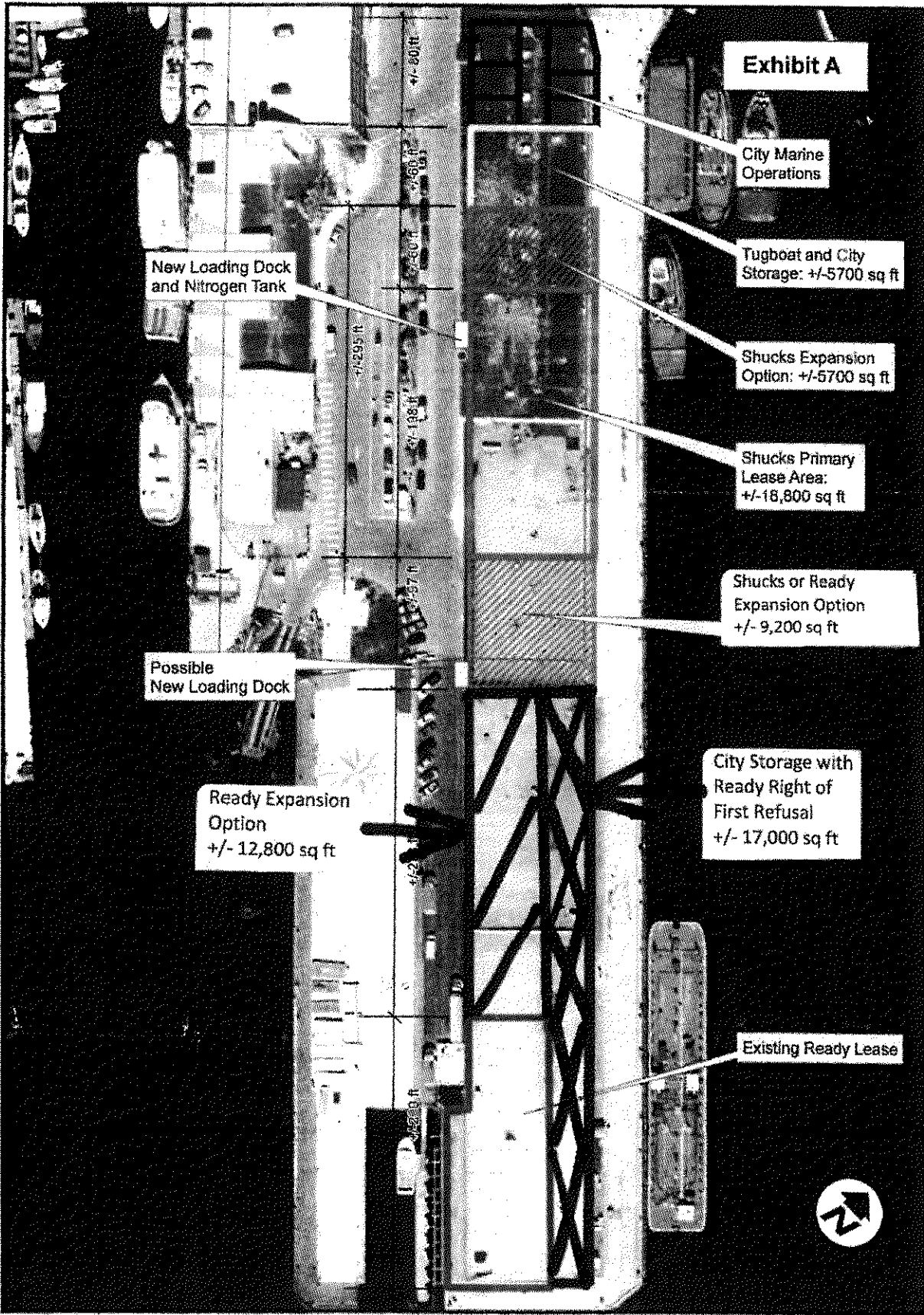


Exhibit A

New Loading Dock and Nitrogen Tank

City Marine Operations

Tugboat and City Storage: +/- 5700 sq ft

Shucks Expansion Option: +/- 5700 sq ft

Shucks Primary Lease Area: +/- 18,800 sq ft

Shucks or Ready Expansion Option +/- 9,200 sq ft

Possible New Loading Dock

Ready Expansion Option +/- 12,800 sq ft

City Storage with Ready Right of First Refusal +/- 17,000 sq ft

Existing Ready Lease



**Portland Ocean Terminal:
Use Proposals**



Map produced by the City of Portland Planning Division from Portland GIS Program 2012 data. Intended for orientation only, not for design. All dimensions are approximate. Field verify. June 2013

Handwritten signature or initials.

EXHIBIT B

Tenant shall comply with all safety and security requirements in its operations hereunder.
Applicability: 33 CFR 105.255

Addendum:

USCG Navigation and Inspection Circular 3.3 c. TWIC Escorting

The purpose of the TWIC Program is to ensure that only individuals who possess a TWIC are granted unescorted access to restricted & secure areas. This means that those who do not possess a TWIC but still have a need to enter the secure/restricted area must be escorted if granted access to a secure/restricted area by the owner/operator.

Escorting means ensuring that the escorted individual is continuously accompanied while within a secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted.” There are two specific escort categories:

- (1) Escort within secure areas;
- (2) Escort within restricted areas.

Escorting in secure areas: Appropriate physical accompaniment exists with one TWIC holder escorting no more than 10 non-TWIC holders.

Escorting in restricted areas: Appropriate physical accompaniment exists with one TWIC holder escorting no more than 5 non-TWIC holders.

Escorting ratios do not apply when non-TWIC holders are transported in an enclosed vehicle. In this case, one TWIC holder who is driving or riding in the vehicle can escort any number of passengers as long as they are only allowed to depart the vehicle in a location where other TWIC holders will be able to escort them or where they will not need to be escorted (e.g. a public access area or outside the facility). This applies in both secure areas and also restricted areas.

Escorting requirements must be met once the non-TWIC holders depart the vehicle.

A handwritten signature in black ink, consisting of stylized, overlapping letters that appear to be 'MT' or similar initials.

Exhibit C

SHUCKS LEASE VERSUS CITY BUY-OUT AMOUNT

YEAR	RENT (18,800 sf w/2% annual escalator)	CITY BUY-OUT AMOUNT	CUMULATIVE RENT VERSUS BUY-OUT DIFFERENCE
2014	\$202,100	\$0	202,100
2015	\$206,142	\$933,000	-\$524,758
2016	\$210,265	\$866,000	-\$247,493
2017	\$214,470	\$799,000	\$33,977
2018	\$218,760	\$732,000	\$319,737
2019	\$223,135	\$665,000	\$609,871
2020	\$227,597	\$598,000	\$904,469
2021	\$232,149	\$531,000	\$1,203,618
2022	\$236,792	\$464,000	\$1,507,410
2023	\$241,528	\$397,000	\$1,815,939
2024	\$246,359	\$330,000	\$2,129,297
2025	\$251,286	\$263,000	\$2,447,583
2026	\$256,312	\$196,000	\$2,770,895
2027	\$261,438	\$129,000	\$3,099,333
2028	\$266,667	\$0	\$3,495,000
TOTAL	\$3,495,000		

Exhibit 5

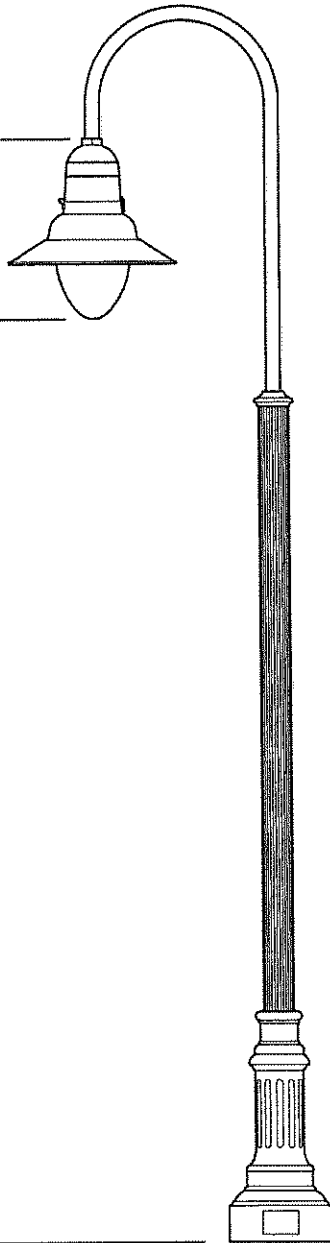
Lighting Cut Sheets & Nitrogen Tank Details

SBCA6 Bishops Crook-A6

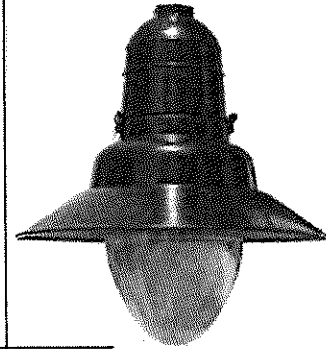
Luminaires: Pendant

Luminaire Height: 30"
Diameter: 28"

A perennial favorite for street, park and plaza lighting, the SBCA6 Bishops Crook-A6 luminaire is currently enjoying a new upsurge in popularity for several reasons. The downward facing prismatic globe delivers an uninterrupted hemisphere of directed light. It is structurally rugged, hence extremely vandal resistant. It is available in a broad range of power ratings, up to 250 watts in Metal Halide and High-Pressure Sodium. Thus, making it eminently adaptable to virtually every possible public lighting circumstance.



Removable ballast plate for easy maintenance. Hinged refractor door for easy relamping. Mates magnificently with a plain, or, ornamented Bishops Crook pole to impart Renaissance urbanity to any street, plaza, or mall.



For Ordering Information see reverse.



SBCA6 is designed to utilize a wide range of light sources, including High Intensity Discharge (HID), Induction and others. These light source families provide the highest efficiency in lumen output, service life and energy use.

Shown with
Pole: SAL-IVP-5H-12'
Roadway Arm: LYN30

Sentry
ELECTRIC

SBCA6 Bishops Crook-A6

Sentry Electric LLC
185 Buffalo Avenue, Freeport, New York, 11520
Telephone: 516.379.4660 Fax: 516.378.0624
www.sentrylighting.com info@sentrylighting.com

SBCA6 Bishops Crook-A6

Luminaires: Pendant

Product Features

Construction

All components are made from high-strength ASTM 356.1 cast aluminum and heavy gauge spun aluminum. Top casting shall have a cast aluminum captive hinge and (1) solid catch with thumb triggered secondary lock securing the liberty bell spinning which allows quick and easy access to the ballast compartment. Removable ballast plate for easy maintenance. The refractor door shall be a cast aluminum two piece ring set with integrated hinge for easy relamping.

Optical

Injection-molded polycarbonate, or acrylic prismatic globe with specular internal reflector. Available in symmetrical and asymmetrical light distribution.

Available in a wide range of lamp choices and wattage ratings including High Intensity Discharge (HID), Incandescent and Induction.

Electrical

Meets UL 1598 for Safety. Luminaire shall have porcelain socket rated for 600V with 4kV pulse and uses a nickel-plated screw shell with spring-loaded center contact and lamp grips. Luminaires shall be prewired and factory tested. The ballast shall be a high power factor, constant wattage autotransformer type. The power factor shall be at least 90%.

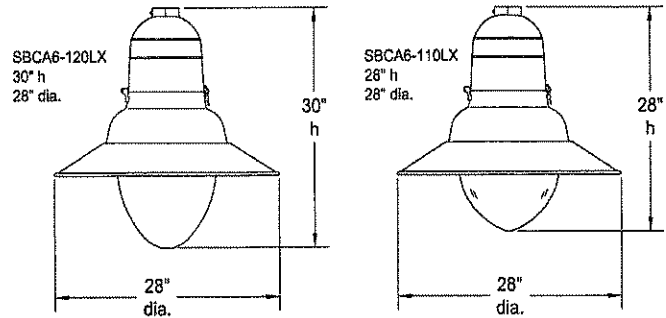
Finish

To insure product durability, all exposed metallic surfaces shall be finished with a high performance coating consisting of high gloss Super Durable polyester powder coat paint to be applied utilizing a multistage process that includes phosphate pretreatment, electrostatic powder application, and convection curing. Paint shall be weather, corrosion, abrasion, and UV resistant in compliance with the American Architectural Manufacturers Association's specification AAMA 2604-05. Color to be specified.

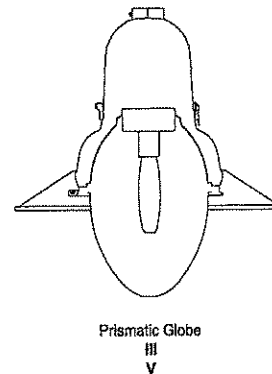
Mounting

Mounts to a 2" NPS nipple using a 2" NPS coupling in top casting of luminaire. (1) 3/8"-16 UNC stainless steel allen head cup point set screw stops the luminaire from unwanted movement on the 2" NPS nipple.

Model



Optical System



Ordering Information

Choose the **boldface** catalog references that best suit your needs.

Example: **SBCA6 - 120LX - 250MHPS - 120V - ACR - V - HSS - BK**


Model	Globe Option	Wattage/ Lamp	Voltage	Globe Material	Options	Finish
SBCA6	110LX 110LX "Short" Globe	INC Incandescent	Single Line 120V 480V	(blank) Polycarbonate ACR Acrylic	HSS House Side Shield	BK Black (Standard) BZ Bronze FG Federal Green GR Gray Custom finish consult factory.
	120LX 120LX "Long" Globe (Standard)	100HPS 100 watt High Pressure Sodium 150HPS 150 watt High Pressure Sodium 200HPS 200 watt High Pressure Sodium 250HPS 250 watt High Pressure Sodium 175MH 175 watt Metal Halide* 250MH 250 watt Metal Halide* 85QL 85 watt QL Lamp (120V, 200 - 277V) 165QL 165 watt QL Lamp (120V, 200 - 277V) 70ICE 70 watt Iceatron (120 - 277V) 100ICE 100 watt Iceatron (120 - 277V) * Available Pulse Start, ADD PS, i.e. 175MHPS Consult factory for other lamping options.				

BILL of MATERIAL

PROJECT DESIGN CRITERIA

- 1). REFERENCE THE "BILL OF MATERIAL" ON THIS SHEET. THE SITE WORK, ie CIVIL, ELECTRICAL, PERMITTING etc, IS THE RESPONSIBILITY AND OWNED BY THE "CUSTOMER" AS SHOWN. THE PRODUCT SUPPLY SYSTEM ie TANK, VAPORIZERS & INTERCONNECTING PIPING, IS THE RESPONSIBILITY AND IS OWNED BY "PRAXAIR INC."
- 2). ALL ACCESS ROADWAYS ARE THE RESPONSIBILITY OF THE CUSTOMER AND ARE TO BE CAPABLE OF SUPPORTING 80,000 lbs. AASHTO HS-20 LOADING.
- 3). THIS FOUNDATION SYSTEM IS DESIGNED ASSUMING THE FOLLOWING CONDITIONS:
 2000 psf SOIL BEARING CAPACITY
 90 MPH WIND LOAD EXPOSURE "C"
 SEISMIC ZONE 2 ESSENTIAL SERVICE
 NORMAL WATER TABLE CONDITIONS
 IN ACCORDANCE WITH A.C.I.318 LATEST EDITION
 FOR CONDITIONS OUTSIDE THESE CRITERIA IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVIDE SUITABLE FOUNDATION DESIGNS THAT MUST BE APPROVED BY "PRAXAIR INC." BEFORE CONSTRUCTION.
- 4). CONTRACTOR TO REMOVE TOPSOIL UNTIL A SUITABLE BASE IS ESTABLISHED FOR GRAVEL UNDERLAYMENT IF CONDITIONS CANNOT BE MET AT DRAWING DEPTHS.
- 5). CONTRACTOR TO USE AIR ENTRAINED 4"-5" SLUMP CONCRETE; ASTM #C-150 TYPE I, FC=3000psi @ 28 DAYS. OR ASTM #C-150 TYPE III, FC=3000psi @ 7 DAYS.
- 6). ROUND EDGES OF PADS WITH SIDEWALK EDGING TOOL.
- 7). TOP OF PADS TO BE BROOM FINISHED AND LEVEL. ALL PAD ELEVATIONS TO BE REFERENCED FROM CHOSEN BENCHMARK.
- 8). SKIRTING OF PAD TO BE BELOW FROST LINE PER LOCAL BUILDING CODES.
- 9). BUMPER POSTS TO BE FILLED WITH CONCRETE. IN MULTIPLE POST INSTALLATIONS, ALL POST TOPS ARE TO BE IN A LINE.
- 10). BUMPER POSTS TO BE PAINTED; BLAST=SSPC-SP6 PRIME=2.5mil RED OXIDE PAINT=2.5mil SAFETY YELLOW W/3 STRIPS OF REFLECTIVE TAPE AT TOP OF POST.
- 11-A). INDIVIDUAL PADS ie: TANK, VAPORIZER etc, TO BE SEPARATED WITH A SAWCUT 1/3 OF D_t DEEP (WHERE D_t IS THE TOTAL DEPTH OF THE SLAB).
- 11-B). INDIVIDUAL PADS ie: TANK, TRANSFER etc, TO BE SEPARATED WITH AN ISOLATION JOINT. USE PLYWOOD TREATED WITH WAX (OR EQUIV BOND-BREAKER) EXCEPT ON TOP FACE. TOP OF PLYWOOD TO BE 1" FROM TOP OF CONCRETE; THIS SURFACE TO BE SEALED w/ "CS-2727" FLEXIBLE EPOXY JOINT SEALER (OR EQUIV.).
- 12). ALL OUTDOOR RECEPTACLES AT SITE TO BE PROTECTED WITH GROUND FAULT INTERRUPTERS.
- 13). ALL ELECTRICAL COMPONENTS NOT INSTALLED WITHIN A BUILDING MUST BE IN WEATHER TIGHT ENCLOSURES.
- 14). VOICE GRADE PHONE LINE MUST BE DEDICATED LINE FOR CUSTOMERS WITH AUTOMATIC PRODUCT ORDERING.

ITEM	QTY	U/M	DESCRIPTION	SUPPLIER
1	1	EA	VESSEL CRYOGENIC STORAGE, TL-11000 - LIQUID NITROGEN	PRAXAIR
2	1	EA	MODULE, LIQUID CONDITIONING MODULE	PRAXAIR
3	1	EA	MANIFOLD, PRESSURE BUILDING/ECONOMIZER	PRAXAIR
4	1	EA	VAPORIZER, HEX 2x2	PRAXAIR
5	0	EA	MODULE, LIQUID DEWAR FILL	PRAXAIR
6	0	EA	MODULE, CRITICAL FLOW, w/ -100F TO +100F THERMOMETER.	PRAXAIR
7	0	EA	MODULE, FILTER, 1" PS	PRAXAIR
8	0	EA	MIXER, THERMCO,	PRAXAIR
9	1	EA	MODULE, "TRACKER", REMOTE TELEMETRY UNIT, VS-2	PRAXAIR
10	0	EA	MODULE, REMOTE FILL	PRAXAIR
11	0	EA	MODULE, EXTENDED FILL w/ STAND.	PRAXAIR
12	AS REQ'D		BOLT, CHEMICAL ADHESIVE, HILT OR OTHERS	PRAXAIR
13	4	EA	PIPE, 6" SCH 60 x 72" lg, C-STL	CUSTOMER
14	AS REQ'D		BAR, NO. 6, ASTM TYPE A-615, GRADE 60	CUSTOMER
15	AS REQ'D		BAR, NO. 8, ASTM TYPE A-615, GRADE 60	CUSTOMER
16	AS REQ'D		BAR, NO. 4, ASTM TYPE A-615, GRADE 60	CUSTOMER
17	AS REQ'D		BAR, NO. 5, ASTM TYPE A-615, GRADE 60	CUSTOMER
18	AS REQ'D		FENCE, GALVANIZED CHAIN LINK 2" MESH, 9 GA. X 72" HIGH	CUSTOMER
19	1	EA	GATE, SLIDING, 72" WIDE MIN, CHAIN LINK, 9 GA. X 72" HIGH	CUSTOMER
20	1	EA	GATE, SWING, 36" WIDE MIN, CHAIN LINK, 9 GA. X 72" HIGH	CUSTOMER
21	AS REQ'D		CONCRETE, SEE NOTE # 5	CUSTOMER
22	AS REQ'D		120V / 15A SERVICE (UNDERGROUND CONDUIT)	CUSTOMER
23	AS REQ'D		VOICE GRADE PHONE LINE (UNDERGROUND CONDUIT), NOTE #14	CUSTOMER



PRAXAIR
CUSTOMER SERVICE

PRAXAIR NO. 5609931

FILE: SHUCKS_MAINE_LOBSTER

DRAWN BY: DJB DATE: 5-4-08

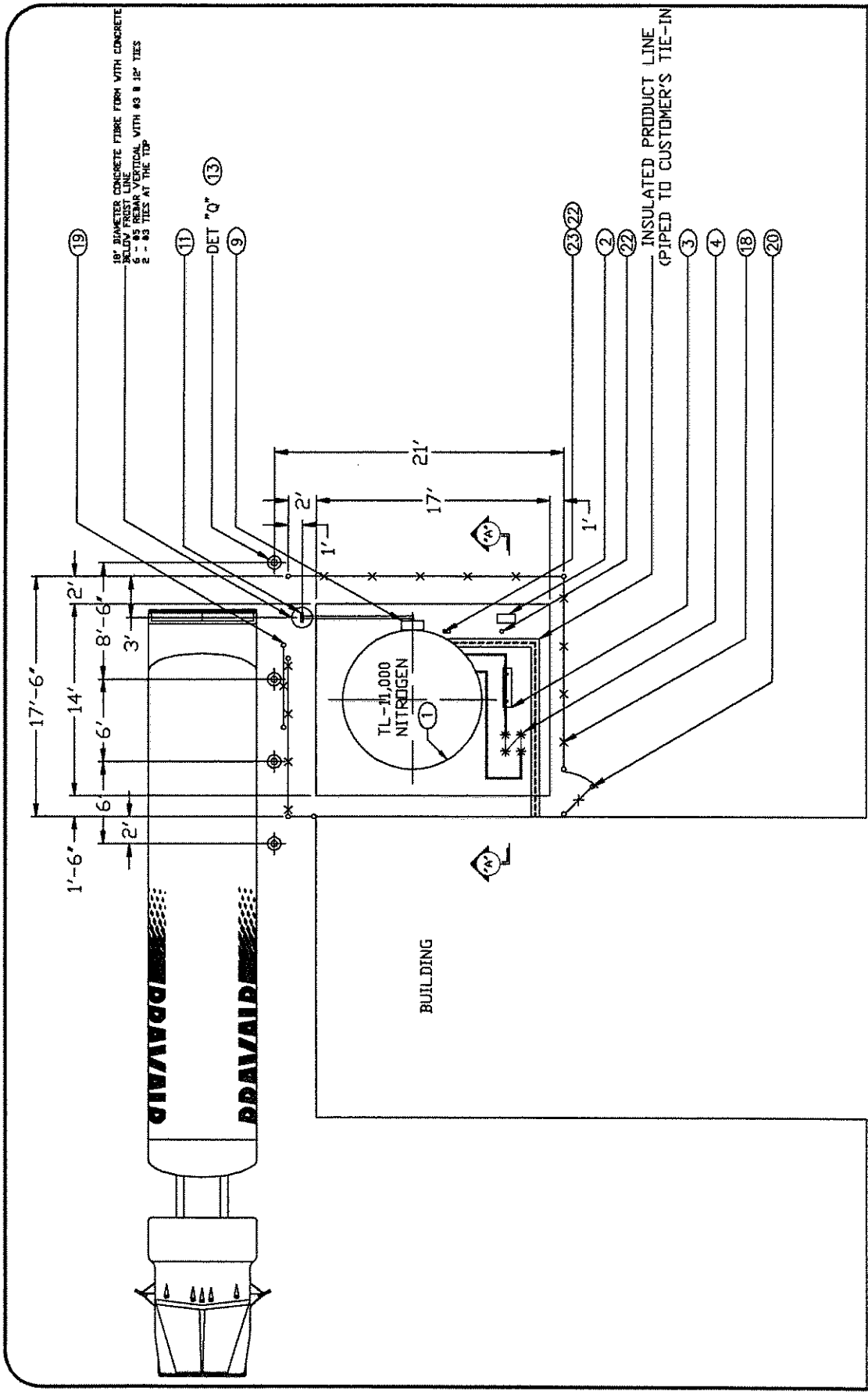
CHECK BY: SCALE: 1"=10FT

APPROVED BY: REM SHEET 1 OF 3

REV. DATE

PROJECT: SHUCKS MAINE LOBSTER

LOCATION: RICHMOND, ME 04357



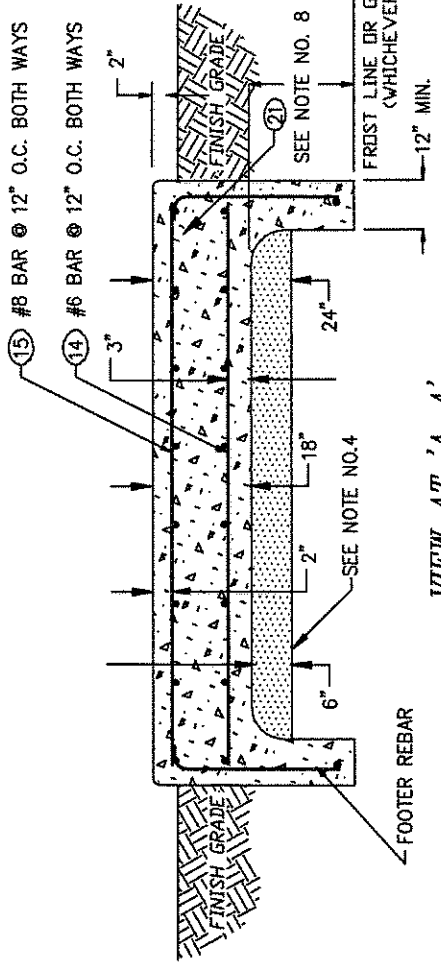
19. 18" DIAMETER CONCRETE FIBRE FORM WITH CONCRETE
 BRIDGE FRUST LINE
 6 - #5 REBAR VERTICAL WITH #3 @ 12" TIES
 2 - #3 TIES AT THE TOP

11. DET "Q"
 13. DET "Q"

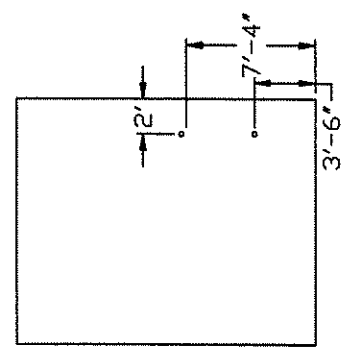
22. INSULATED PRODUCT LINE
 (PIPED TO CUSTOMER'S TIE-IN)

PRAXAIR NO. 5609931
FILE: SHUCKS_MAINE_LOBSTER
DRAWN BY: DJB
DATE: 5-4-08
CHECK BY:
SCALE: 1"=10FT
APPROVED BY: REM
REV. DATE:
SHEET 2 OF 3

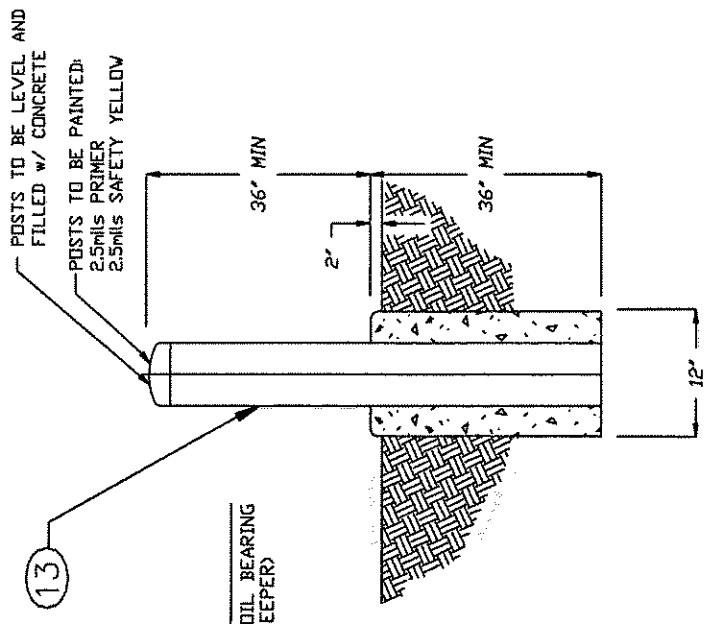
PRAXAIR
Making Our Planet More Productive
 CUSTOMER SERVICE
 PROJECT: SHUCKS MAINE LOBSTER
 LOCATION: RICHMOND, ME 04357




VIEW AT 'A-A'
TANK PAD FOR: TL-11000
NO SCALE



CONDUIT LOCATION
SCALE: 1"=10'



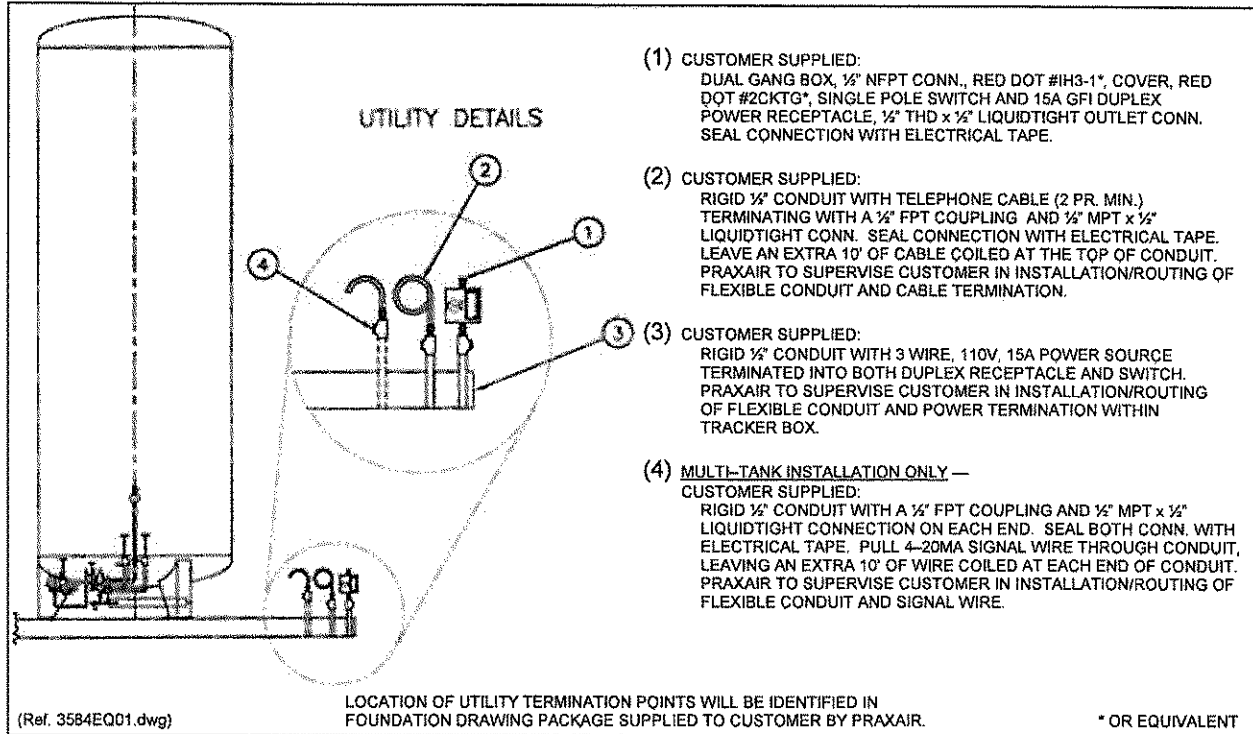
DETAIL "Q"
BUMPER POST
NO SCALE

 PRAXAIR Making Our Planet More Productive CUSTOMER SERVICE	PRAXAIR NO. 5609931 FILE: SHUCKS_MAINE_LOBSTER DRAWN BY: DJB DATE: 5-4-08
	PROJECT: SHUCKS MAINE LOBSTER LOCATION: RICHMOND, ME 04357
CHECK BY: REM APPROVED BY: REM REV. DATE:	SCALE: 1"=10FT SHEET 3 OF 3



Tracker™ RTU Utility Requirements for Non-Hazardous¹ Locations

Praxair Tracker™ remote telemetry unit (RTU) operation requires a dedicated supply of 120-volt AC power and standard (direct inward dialing) telephone service. Installation of the power and telephone service must adhere to National Electrical Code® (NFPA 70™) requirements. Utility details are provided in the following diagram.



Rigid conduits for the power and telephone service are to be run to the specified location at the tank foundation perimeter. Cable and conduit runs should be as direct as possible with a minimum of splice joints. Telephone cable must not be installed in trays or in conduit shared with electrical power cable. Wiring requirements are as follows:

- **Electrical Power** – 120 volts AC, 15-amp circuit, #14 AWG, 3-conductor, type THWN wire. An on/off switch shall be installed as the termination point for the electrical power.
- **Telephone Service** – Twisted-pair, two-pair cable minimum (1 spare pair), 22-gauge solid copper wire, PVC-insulated conductors color coded to telephone industry standards with cable sheath per site environment, and shielding as required. Cable must meet or exceed Insulated Cable Engineer's Association standard S-80-576, and must be capable of carrying Level 1 modulated analog data. "Voice-Over-Internet Protocol" (VoIP) telephone systems will not work for RTU applications. The service must be Direct Inward Dialing (DID).

The installed power service shall be tested for proper voltage, and shall then be de-energized, electrically insulated, and secured from physical damage. The installed telephone service shall be tested for strong dial tone and the ability to place and receive telephone calls at the RTU end of the cable. Praxair will supervise the customer's electrician in the completion of the power and telephone service installation from the conduit termination points into the RTU.

¹ "Hazardous" location defined by NFPA 70 National Electrical Code, section 500.5.

Exhibit 6

NOAA Letter



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Silver Spring, MD 20910

August 27, 2013

Shucks Maine Lobster, LLC
Attn: W. John Hathaway
150 Main Street
Richmond, ME 04357

Reference Case No. FF-B-174
Shucks Maine Lobster, LLC

Dear Mr. Hathaway:

This letter cancels and replaces in its entirety the Approval Letter dated August 7, 2013.

The Department of Commerce, acting through the National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Fisheries Finance Program (the Government) has in principle approved the financing application made by Shucks Maine Lobster, LLC (the "Borrower").

Upon full compliance with this approval and agreement letter (the "Approval Letter") and applicable statutes and regulations, including but not limited to, Subtitle V of Title 46 of the U.S. Code, formerly known as "Title XI of the Merchant Marine Act of 1936," 46 U.S.C. 53701, et seq., and the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq., as amended, as well as the outstanding guidance and instructions of the Financial Services Division, the Borrower will issue a promissory note (the "Note"), to the Government. The Government will provide financing (the "Transaction") in the manner described below.

(1) PURPOSE:

The purpose of the Transaction is to reimburse the Borrower for capital expenditures related to the Borrower's processing facility located in Portland, Maine (the "Project Property"), equal to 48.9% of the \$6,125,329 depreciated actual cost (the "Project").



(2) NOTE

(2.1) The Note(s) shall involve the following amount and other basic terms.

- (2.1.1) Amount: \$3,000,000 or 80% of the Project's build out and equipment costs, whichever is less.
- (2.1.2) Maturity: 15 years from inception.
- (2.1.3) Amortization¹: Level debt.
- (2.1.4) Payments: Quarterly.
- (2.1.5) Interest Rate: To be determined by the U.S. Treasury rate for agency borrowing.

(2.2) We shall direct that the proceeds of the Note be paid, first, directly to the parties to whom the Borrower is indebted for the Project's eligible cost and, second, to the Borrower (as reimbursement of the Borrower's funds previously expended for the Project's eligible cost) if the amount of the Note exceeds the amount of the Borrower's outstanding indebtedness for the Project's eligible cost.

(3) SECURITY FOR THE NOTE

(3.1) Security for the Note shall be such security agreements, undertakings, and other documents that the Government deems necessary to accomplish the purpose of the Approval Letter and protect the interest of the United States (collectively, the "Security Documents"). All provisions contained in any document required by the Approval in Principle letter, as may be amended, currently, or at any time in the future, must be acceptable to the Government.

The Borrower and the other parties specified below will provide the Government with whatever evidence of compliance with the special requirements, special covenants, and provisions contained in this letter that it may require. All third parties that the Government may

¹ An amortization schedule that will estimate the application of payments will be provided at Transaction closing. 2

require to do work in connection with this Transaction, including but not limited to, private attorneys, marine surveyors, land appraisers or surveyors, equipment appraisers, shall be acceptable to the Government.

(3.2) Loan Covenants

The Borrower, and the other parties specified below, shall, as additional security for the Note, be bound by and subject to the following special requirements, special covenants and provisions:

(3.2.1) Special Requirements

(3.2.1.1) The Project shall be free and clear of all liens, or claims of any nature, except such liens or claims as may otherwise be specifically permitted herein, and the Borrower shall, before Transaction closing, provide the Government whatever evidence thereof the Government may require.

(3.2.1.2) All pledges of all property shall also include appropriate security agreements and filings on all associated appurtenances and rights associated with such pledged property.

(3.2.1.3) If the proceeds of the Note are applied and there remain any claims of any nature against the Project Property, except such claims as may otherwise be specifically permitted herein, the Borrower shall immediately take action to satisfy and discharge such claims. Any failure of the Borrower to do so shall be an event of default, and permit the Government to declare a security default, and to exercise all default rights specified in the Security Documents and permitted by law.

(3.2.1.4) The Borrower shall, regarding the ownership and operation of all of the Borrower's property cause the appropriate authorities to provide the Government, before Transaction closing, with all evidence of proper title recordation and governmental permits, approvals, licenses, consents, permissions, clearances, or other evidence of compliance with governmental requirements.

(3.2.1.5) There shall, before Transaction closing, be no change in the Borrower's financial position, performance,

or prospects deemed by the Government to be materially adverse to our interest.

(3.2.1.6) The Borrower shall, before Transaction closing, provide the Government evidence of its authority to enter into the Transaction.

(3.2.1.7) The Borrower shall, before Transaction closing, cause the appropriate parties to provide the Government with evidence of all parties' authority to enter into any portion of the Transaction.

(3.2.1.8) The Borrower shall, before Transaction closing and at the Borrower's sole expense, cause private counsel to provide the Government with a legal opinion that the closing documents when executed and recorded in connection with the Transaction constitute legal and valid obligations fully binding and enforceable against the Borrower or other parties specified below, for the duration of the loan term.

(3.2.1.9) The Borrower shall, at Transaction closing, provide the Government a first position lien interest, by means of a security agreement and associated filings under the U.C.C., real property mortgage or deed of trust, or any other means the Government may require on all fisheries unloading, processing, holding, and distribution equipment (the "Equipment") of whatsoever nature whether currently owned or acquired at any time in the future, together-with all accessories, improvements, replacements, substitutions, or additions thereto, used for the Borrower's fisheries operations on the Project Property, or on any other premises at any other site at which the Borrower now conducts, or in the future may conduct, its fisheries operations and regardless of the Equipment's actual location at any given time.

The Equipment shall, at the Borrower's cost and before Transaction closing, be inventoried (sufficiently to describe with certainty in the first security agreement and associated U.C.C. filing) and valued by an appraisal satisfactory to the Government. The Equipment shall include, but shall not be limited to: all forklifts, bobcats, cranes, pallet trucks, lift trucks, and other product or material movement equipment; all trailers, tanks, trucks, or other rolling stock; all fish

unloading, transfer, and conveying equipment; all fish processing equipment; all fish weighing equipment; all cooling, refrigerating, freezing, and other fish holding equipment (blast freezers, plate freezers, coolers, or other refrigeration equipment); all fish packaging equipment; all fish baskets, totes, tanks, tubs, and other fish holding equipment; all ice makers; all hand and power tools; all office equipment; all together with all associated equipment, machinery, parts, tools, or other items of whatsoever nature and whether fixed or unfixed to the Project Property or any other premises whatsoever.

Notwithstanding the foregoing, the Government may subordinate the priority of its security interest on specific goods or pieces of Equipment associated with the Project to the existing security interest of a secured party that has provided Borrower with financing for the purchase of such goods or pieces of Equipment (the Government's subordination shall not be unreasonably withheld); PROVIDED THAT (1) such purchase financing has been granted on commercially reasonable credit terms that are prudent for the Borrower; (2) such equipment or goods are not (and will not be) affixed or attached to the Project or Project Property so as to constitute a component, appurtenance or fixture; (3) any amount(s) secured does not exceed the purchase price of the specific goods or equipment; and (4) such aforementioned security interest(s) does not attach to any other collateral. The Borrower shall give the Government a list or description of all goods or equipment purchased with financing from other secured parties, and upon full repayment of the indebtedness secured by such goods or equipment, the Government shall retain a first priority security interest in all Project Property.

The U.C.C. Security shall contain (a) provisions allowing the Government to enter upon any premises where the Equipment may be located and marshal, secure, protect, seize, and do all other things necessary to preserve the Equipment immediately upon the Borrower's default, but before any judicial action regarding such default, and (b) such other provisions as the Government deems necessary to accomplish the purpose of the Approval Letter and otherwise protect the Government's interest.

(3.2.1.10) The Borrower will obtain subordination agreements from all other parties having a secured interest in the Project Property or the Borrower's other property that (a) recognize the Government's senior interest in, and sole rights to, the Equipment or the proceeds of the Equipment's liquidation and (b) agree not to interfere in any way, but instead to cooperate in all reasonable ways, with the Government's representatives entering upon the Project Property or the Borrower's other property and marshaling, securing, protecting, and doing all other things necessary to preserve the Equipment.

(3.2.1.11) The Borrower shall, at Transaction closing, provide the Government a first lien security interest on all equipment located at the Project Property, described as 40 Commercial Street, Portland, ME 04101.

(3.2.1.12) The Borrower shall, at Transaction closing, provide the Government an Assignment of Lease on the Project Property from the City of Portland, Maine.

(3.2.1.13) The Borrower at Transaction closing shall cause Indian Creek Investments, an Alabama General Partnership Composed of W. John Hathaway and Sue-Ellen I. Hathaway, to provide the Government its guarantee of the full principal and interest amount of this note. This guarantee shall be secured by, and limited to, the following:

A. A second mortgage on real estate described as a 200,000 SF corner lot zoned commercial located at Hughes Road and Sunset Boulevard, Madison, Alabama 35875. This lien shall be subordinate to only our existing liens.

B. A third mortgage on real estate located at Hobbs Island Road and Highway 231, Huntsville AL 35875. This lien shall be subordinate to only our existing liens.

(3.2.1.14) The Borrower shall, at Transaction closing, provide the Government a deed of trust, in the full amount of the Note, on real estate, owned by the Company and all improvements thereon which together comprise the Company's fisheries processing facilities located at 150

Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.15) The Borrower shall, at Transaction closing, provide the Government a security interest on all equipment located at the Borrower's processing facility located at 150 Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.16) The Borrower shall, at Transaction closing, cause W. John Hathaway and Sue-Ellen I. Hathaway (the "Guarantor²") to provide the Government their unconditional personal guarantee of the Company's repayment of the full principal and interest amount of the Note.

(3.2.1.17) The Borrower must, before Transaction closing, provide the Government with verification, satisfactory to us, of capital expenditures for equipment and the build out of the Project Property.

(3.2.1.18) The Borrower must, before Transaction closing, provide the Government with an acceptable, in our sole discretion, an environmental hazards indemnification agreement respecting the Project Property.

(3.2.2) Special Covenants:

(3.2.2.1) In addition to the foregoing covenants, the Borrower shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.2.2.1.1) The Borrower shall not without the prior written consent of the Chief, Financial Services Division, National Marine Fisheries Service, which consent shall not unreasonably be withheld, take any of the following actions:

(3.2.2.1.1.1) Pay to any officer, partner, or other party any salary, commission, bonus, management fee, dividend, or other consideration in excess of either reasonable industry standards or ordinary financial

² Use of the singular term "Guarantor" includes the plural, and encompasses all parties listed.

prudence for a company of the Borrower's size and financial condition when such consideration is paid (and the burden of proving reasonability shall be on the Borrower).

(3.2.2.1.1.2) Purchase or redeem any shares of its own stock or ownership interest.

(3.2.2.1.1.3) Make any additional investment (excluding purchases regarding the routine and continuing maintenance and preservation of the Borrower's present property, explicitly including but not limited to the Project, and its productivity) in, or incur any additional liability for, the purchase, acquisition, lease, or other use of any fixed property in connection with the Borrower's present level of operations in any one fiscal year in excess of an aggregate of 10% of the Borrower's total assets.

(3.2.2.1.1.4) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way dispose of their assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.1.1.5) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.1.1.6) By any means whatsoever, allow itself to be acquired by, or otherwise reorganized into any other company, unless the acquiring company or reorganized entity is acceptable to the Government and agrees to: (a) provide a 100% unconditional guarantee of the repayment of all debt actually or contingently owed by the Borrower, (b) be bound by these covenants, (c) be bound by such other covenants as the Government shall reasonably require to protect its interest, and (d) provide such other assurances and security that the Government may require.

(3.2.2.1.1.7) Establish any trust, retirement fund, or

any other fund for the benefit of any Borrower, Guarantor or any party related to the Borrower or any Guarantor, or transfer any funds, property, or other assets of any kind into any such fund whether now or hereafter existing (and any such action shall be void and without effect to the Government's interest³.

(3.2.2.1.1.8) Transfer any funds, property, or other assets to any party by any means for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect as to the Government's interest): provided, however, that reasonable transfers not significantly affecting the Borrower's net worth, and not inconsistent with the Borrower's obligation to protect the Government from loss by preserving its net worth, shall be exempted.

(3.2.2.1.2) The Borrower shall (within 10 days of its first knowledge thereof) give the Government notice of any pending litigation, business reversal, casualty, loss, or any other matter that materially diminishes: (a) its ability to service this debt, (b) its ability to perform any other duty or obligation owed under this debt, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom we have recourse.

(3.2.2.1.3) The Borrower shall give the Government annually, at the end of each of its accounting or tax years: (a) the Borrower's balance sheet at the end of each such year, (b) the Borrower's income and expense statement for the preceding 12 months of each of such years, (c) the Borrower's Federal Income Tax Return for each of such years (all together with all supporting schedules). Independent certified public accountants acceptable, in our sole discretion to us, shall, according to generally accepted accounting principles, compile the annual financial reports required under (a) through (c) hereof.

³ This provision excludes contributions, not exceeding the maximum allowed by current IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.2.2.1.4) The Borrower shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch as soon as possible, but in no event later than 90 days after the close of the accounting period to which they relate. All of the Borrower's tax returns must be timely filed (in accordance with the Internal Revenue Service (IRS) deadlines or agreements between the Borrower and the IRS) and delivered to the Government within 15 days of their filing with the U.S. Internal Revenue Service.

(3.2.2.1.5) All annual financial reports required hereunder shall include a certification from the Borrower's president, managing partner, or authorized representative that either (a) there has been no default under the Security Documents during the reporting period, or (b) there has been a default or defaults under the Security Documents during the reporting period, in which latter case the nature, extent, prospective consequences, and all other relevant details of such default or defaults shall be fully set forth in such certification. This certification must attest that all taxes and assessments on property pledged as collateral for the loan are fully paid and current.

(3.2.2.1.6) The Borrower shall permit the Government, or any representative selected by it, in such manner and at such times as we may reasonably require, to: (a) make inspections and audits of any books, records, papers, or other documents of whatsoever nature in the Borrower's custody and control (or in any other entity's custody or control) relating in any way to the Borrower's financial or business condition, (b) make extracts there from, and (c) make inspections and appraisals of any of the Borrower's physical assets. The Borrower shall, within thirty days of our demand, pay the Government for the cost of all such inspections, audits, or appraisals, and all such amounts disbursed by the Government for such purpose shall, until fully repaid by the Borrower, be: (a) added, payable upon our demand, to the Note, (b) earn interest at the same rate as the other principal of the Note, and (c) be secured by the Security Documents.

(3.2.2.1.7) Should a limited fisheries access system be initiated at some future date under which the Borrower is

granted a transferable fishery participation right, harvest privilege, or management allocation, regardless of the name given to such right, privilege or allocation, including (but not limited to) any allocations, permits, quotas, licenses, cage tags, or any other fisheries access restriction or right affecting, necessary for, or in any other way (however characterized) associated with any of the property included in or subject to the Security Documents, the Borrower agrees that it shall grant to the Government a full senior security interest in such allocation by whatsoever means deemed by the Government to be appropriate (including, but not limited to, the Borrower's execution of security agreements and the filing of financing statements under the U.C.C.). Further, if the Borrower fails to do so, Borrower agrees that the Government may use the attorney-in-fact provisions conferred upon it by the Security Documents to execute, deliver, and otherwise perfect whatever documents may be required to accomplish the grant to the Government of a full security interest in such fisheries right, privilege or allocation.

(3.3) Guarantor Obligations:

(3.3.1) In addition to all covenants of whatsoever nature in our customary form of Security Documents, the Guarantor shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.3.1.1) The Guarantor shall not without our prior written consent, *which consent shall not unreasonably be withheld*, take any of the following actions:

(3.3.1.1.1) Establish any trust, retirement fund, or any other fund (however characterized) for the benefit of itself or of any party, or transfer any funds, property, or other assets of any kind (however characterized) into any such fund whether now or hereafter existing (and any such action shall be void and without effect insofar as our interests are concerned)⁴.

⁴ This provision excludes contributions, not exceeding the maximum allowed by IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.3.1.1.2) Transfer any funds, property, or other assets (however characterized) to any party, person, or entity by way of gift or by any other means (however characterized) for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect insofar as our interests are concerned): provided, however, that reasonable transfers not significantly affecting the Guarantor's net worth, and not inconsistent with the Guarantor's obligation to protect us from loss by preserving its net worth, shall be exempted.

(3.3.1.1.3) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way (however characterized) dispose of its assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.1.4) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way (however characterized) for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.2) The Guarantor shall give us annually, at the end of each of its tax years, a certified correct copy of (a) the Guarantor's balance sheet at the end of each such year and (b) the Guarantor's Federal Income Tax Return for each of such years (all together with all supporting schedules). The Guarantor shall also give us at any reasonable time any other financial statements, books, records, or reports we may reasonably, by written notice, from time-to-time require.

(3.3.1.3) The Guarantor shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch. The Guarantor shall deliver all financial statements to us as soon as possible, but in no event later than 90 days after the close of the accounting period to

which they relate. The Guarantor shall timely file all tax returns (in accordance with IRS deadlines or agreements between the Company and the IRS) and deliver them to us within 15 days of their timely filing with the U.S. Internal Revenue Service.

(3.3.1.4) The Guarantor shall (within 10 days of its first knowledge thereof) give us notice of any pending litigation, business reverse, casualty, loss, or any other matter (however characterized) that materially diminishes: (a) its ability to service any debt actually or contingently owed the Government, (b) its ability to perform any other duty or obligation owed the Government, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom the Government has recourse.

(3.3.2) Any violation of any of these covenants shall be an event of default, and may constitute grounds for the Government's declaration of a security default, under any and all default rights specified in the Security Documents and cause the Government, in its sole discretion, to immediately accelerate the full unpaid amount of the Note, foreclose under the Security Documents, and fully pursue all default rights specified in the Security Documents and all other remedies for collecting the Note.

(3.3.3) Any violation of these covenants by the Borrower or the Government's verifiable determination that the Borrower's financial condition has deteriorated and jeopardizes the Borrower's continuing ability to perform its responsibilities in connection with the loan, may cause the Government, in its sole discretion, to deem itself insecure and permit the Government to take action to limit potential losses in connection with a defaulted loan or loan in jeopardy of default including, but not limited to, requiring additional collateral or a greater equity contribution from the Borrower.

(4) INSURANCE REQUIREMENTS:

(4.1) PROPERTY COVERAGE:

(4.1.1) The Property located at 40 Commercial Street, Portland, ME must have business personal property insurance

for the replacement cost, with a minimum of \$2,485,000. In addition to the contents, coverage must include inventory, equipment, and work in progress.

(4.1.2) The Property located at 150 Main Street, Richmond, ME must have all risk building and personal property insurance for the replacement cost of the facility, with a minimum of \$2,348,000 building and \$2,000,000 business personal property. In addition to the building, coverage must include contents, inventory, equipment, and work in progress.

(4.1.3) Both Properties must have business interruption insurance for actual loss sustained at each location.

(4.1.4) Both Properties must have boiler and machinery insurance for an amount not less than the outstanding balance of this financing. The initial amount will not be less than \$5,719,902.

(4.2) LIABILITY COVERAGE:

(4.2.1) Both Properties must have a commercial general liability policy. Minimum limits of liability must be \$1,000,000 per occurrence plus \$2,000,000 general aggregate.

(4.2.2) Both Properties must have umbrella liability for a total of \$2,000,000 minimum.

(4.2.3) Both Properties must have a business auto policy placed at \$1,000,000 minimum to include all land motor vehicles, trailers, or semitrailers designed for travel on public roads and owned, leased, or otherwise controlled by the facility.

(4.2.4) Both Properties must have statutory state limits of workmen's compensation, including proper classifications for all workers, with coverage equal to or greater than \$100,000. The workmen's compensation coverage must include employer's liability with a minimum of \$100,000.

(4.3) GENERAL REQUIREMENTS:

(4.3.1) We must be provided in a timely manner with original policies, binders, and endorsements. Such policies must list the NMFS headquarters address as follows for the additional assured or mortgagee as indicated.

National Marine Fisheries Service
Financial Services Division, F/MB5
1315 East-West Highway
Silver Spring, MD 20910

(4.3.2) We must be named as additional assured on all liability insurance.

(4.3.3) We must be listed as first mortgagee on all property coverages.

(4.3.4) We must have thirty (30) days notice of cancellation on all coverages.

(4.3.5) We must be provided with our standard NMFS Form 2-267(a) shoreside endorsement for property and NMFS Form 2-267(b) shoreside endorsement for liability.

(4.4) Such other usual and customary insurances as we may require. We attach our standard requirements for insurance.

(5) INSPECTIONS:

The Government may cause inspectors (appraisers, surveyors, engineers, or architects) of its choice to inspect all Project Property and Equipment prior to Transaction closing.

Although the Government shall choose these inspectors, they shall work for the Government, and it may initially pay them, you are solely responsible for their cost. In the event that the Government pays them, you are obligated to reimburse the Government and hereby unconditionally promise to, within 30 days of its demand, pay for the cost of all such inspections. All amounts disbursed by the Government for this purpose shall, if not fully repaid to the Government by the date the Transaction is closed, be: (a) added, payable upon its demand, to the Note, (b) earn interest at the same rate as the Note, and (c) be secured by the Security Documents.

The Government will consult with you about the kind and cost of inspection services required. It shall endeavor to keep all inspections, and all costs for them, as reasonable as possible. Nevertheless, the choice of inspectors and services shall be the Government's, and failure of the inspection results to meet, for its sole purposes, its approval, or your failure to reimburse the Government for all inspection costs

shall constitute, in its sole discretion, either cause for withdrawal of the Approval Letter or a security default under the Security Documents.

(6) PRE-CLOSING:

(6.1) Please let our Regional Financial Services Branch at the address specified in (9) below, know, at least 45 days in advance, the date you need the Transaction closed. The Government will need to verify or arrange many things, for example:

(6.1.1) The depreciated actual costs eligible for the Transaction.

(6.1.2) The adequacy of all required insurance (communicate about insurance matters directly with our Central Insurance Servicing Unit at the address specified in (9) below, rather than our Regional Financial Services Branch).

(6.1.3) The absence of liens on property involved in the Transaction (other than those permitted herein).

(6.1.4) All closing documentation factors including the availability of your private counsel where the Transaction involves real property, U.C.C. filings, or other unusually complicated factors. *Where the Transaction involves real property mortgages or U.C.C. filings, your attorney will have to prepare, and submit all closing documents involving the real estate or U.C.C. filings to the Government before Transaction closing.*

(6.1.5) Your possession of all necessary permits, licenses, approvals, and other clearances required to do business.

(6.1.6) Verify that the Borrower continues to have no permit sanctions or Notice of Permit Sanctions and no unpaid final and unappealable civil penalties under the provisions of Federal statutes protecting living marine resources.

(6.1.7) No change in any party's financial or economic circumstances or prospects deemed by the Government to be materially adverse to its interest.

(6.1.8) The availability of all parties at Transaction

closing.

(6.1.9) The availability of all required documentation of good standing and authority to enter into the Transaction, etc.

(6.1.10) The accomplishment of all other matters that constitute, in its sole discretion, conditions precedent to the Government's willingness to close the Transaction.

(6.1.11) The time, date, and place of Transaction closing.

(6.2) The Government will prepare the appropriate documents to be executed by the parties at closing. In those circumstances where the Transaction includes real estate mortgages and/or Uniform Commercial Code filings, Borrower's attorney may be required to prepare the relevant documents including an opinion letter that the documents if appropriately recorded will adequately secure the interest of the Government for the term of the loan.

(7) CLOSING:

Our Regional Financial Services Branch will close the Transaction.

The Government will not close the Transaction unless all parties hereto have fully complied with all requirements of the Approval Letter and all subsequent Transaction closing instructions.

You must, at Transaction closing, provide funds for all required document filing, mortgage recordation, title transfer, or other fees that may be required to perfect the closing documents and complete the closing. You must, at Transaction closing, provide funds for any fees owed to Government. You must, at Transaction closing, provide funds to reimburse the Government for any inspection or other expenses it may have incurred in your behalf.

(8) POST-CLOSING:

The proceeds of the Note will be transferred, by electronic wire transfer if possible, to the parties indicated by the intent and purpose of the Approval Letter. Disbursement will occur after all Transaction closing documents required by the Approval Letter have been fully perfected (including transfer,

provided and return it (with original signatures) to the Branch. This evidences the acceptance by all parties of the terms and conditions of the Approval Letter. Nothing can go forward until all parties have signed the Approval Letter and their original signatures thereon are in the Government's possession.

(11) GENERAL:

(11.1) The Chief, Financial Services Division, or his designee, may negotiate at any time, now or in the future, with any party to the Approval Letter, any creditor, or any other party whatsoever about: the Approval Letter, the liability of any party, the collateral securing the Transaction, the Security Documents, or any other matter affecting the Transaction. All parties will receive notice of any pending amendment and any resulting amendment of the Approval Letter shall require the written agreement of the parties, except those who have specifically waived notice or the necessity of their consent to amendments to the Approval Letter, the Note or any other Security Document. The parties hereby give the Government the right to enter into separate agreements with one or more of the parties, i.e. individually or with a subset of the parties hereto; such agreements may pertain to this Approval Letter's provisions, the Security Documents, the Note, Guaranty Agreements, or any other aspect of the Transaction. Any resulting change in the Approval Letter shall not be cause for damage, counterclaim, or set-off by any party hereto. It is the sole responsibility of all parties to verify for themselves the final conditions under which the Transaction is being closed.

(11.2) All parties must meet such other conditions as the Government may reasonably deem necessary to accomplish the intent and purpose of the Approval Letter and to otherwise protect the interest of the Government.

(11.3) With respect to the content herein, this Approval Letter is the entire and exclusive agreement between the parties, and supersedes all prior documents and offers. In the event of any inconsistency between the terms of this Approval Letter and the terms of the Security Documents, statutes or regulations applicable to this Transaction, then the Security Documents, statutes or regulations shall supersede the Approval Letter.

(11.4) All parties hereto forever waive all right to sue, or otherwise counterclaim against, the Government based on any claim of past, present, or future oral agreement between the parties.

(11.5) The provisions of the Approval Letter are severable and, in the event any portion thereof is held to be void, invalid, non-binding, or otherwise unenforceable, the remaining portion thereof shall remain fully valid, binding, and enforceable against all parties hereto.

(11.6) The Borrower and Guarantor (if any) acknowledge and agree that the Approval Letter and /or the Security Documents contain, or will contain, provisions for the protection of the Security interests of the Government (including, but not limited to, acceleration, assumption and subrogation provisions) liens, release of liens, payment of taxes, and other matters that the Government may prescribe. Any breach of the terms of the Approval Letter or Security Documents may, in the sole discretion of the Government, result in cancellation of the loan approval and void disbursement of loan funds.

(11.7) The exercise of any of the Government's rights shall be at its sole discretion. The Government's failure at any time to exercise any or all of its rights shall not constitute a waiver of any of those rights.

(11.8) In the event the Government determines, in its sole discretion, that any party's financial condition has deteriorated enough to jeopardize the Borrower's continuing ability to perform its responsibilities in connection with the loan, the Government may take action(s) to limit potential losses in connection with a defaulted loan or loan in jeopardy of default. These actions include, but are not limited to, requiring additional collateral or a greater equity contribution.

(11.9) This Approval Letter shall not, by implication or otherwise, be construed to limit or impair the power or authority of the United States of America to enforce the laws of the United States (and any regulations promulgated under those laws), including, but not limited to, the Magnuson-Stevens Fishery Conservation and Management Act, various treaties and implementing acts, or other applicable statutes. Accordingly, except to the extent that this Approval Letter

indicates that we have approved your loan application and intend to proceed to close this loan (subject to the terms and conditions within this Approval Letter, Security Documents, applicable regulations or guidelines, and other documents related to the Transaction), this Approval Letter does not constitute or imply the grant, by any other agency, division or department of the United States of America (including, but not limited to, any other unit of the National Marine Fisheries Service, the Department of Homeland Security, or the Department of Justice) of any other consent, accord, satisfaction, advice, or a waiver of rights, power or authority.

(12) SIGNATURES:

(12.1) The parties required to do so may sign the Approval Letter in any number of counterparts, and all such signed counterparts shall constitute one and the same Approval Letter.

(12.2) The undersigned hereby agree to, and shall henceforth be bound by and subject to, for the life of this loan, all provisions set forth in the Approval Letter or Approval Letter as amended.

(12.3) **FIRST PARTY:** United States of America, Acting by and through the Secretary of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service:

By: Brian Summers
Brian Summers
Financial Assistance Specialist

For: Paul L. Marx
Paul Marx, Chief
Financial Services Division

(12.4) SECOND PARTY: Shucks Maine Lobster, LLC:
By: [Signature] Date: 8.30.13
Title: President
Attest: Erika Dupuis Date: 8/30/13
Title: Notary Public Maine

ERIKA I. DUPUIS
Notary Public, Maine
My Commission Expires November 1, 2014

(12.5) THIRD PARTY: Establian Creek Investments
By: [Signature] Date: 8.30.13
Title: Partner
Attest: Erika Dupuis Date: 8/30/13
Title: Notary Public Maine

ERIKA I. DUPUIS
Notary Public, Maine
My Commission Expires November 1, 2014

(12.6) FOURTH PARTY: W. John Hathaway:
By: [Signature] Date: 8.30.13
W. John Hathaway

Witness:
By: Erika I. Dupuis Date: 8/30/13
Erika I. Dupuis
(Print Witness' Full Name)

(12.7) FIFTH PARTY: Sue-Ellen I. Hathaway:
By: [Signature] Date: 8/30/13
Sue-Ellen I. Hathaway

Witness:
By: Erika I. Dupuis Date: 8/30/13
Erika I. Dupuis
(Print Witness' Full Name)