



**Ækeir Brewing at
111 Main Street
Wiscasset, ME**

Aekeir Brewing, LLC
15 Yankee Way
East Boothbay, ME 04544

October 3, 2023

Ladies and Gentlemen of the Planning Board of the Town of Wiscasset,

I request that you grant me a waiver of the requirement for a site inspection at 111 Main Street, the proposed site of my business.

I request a waiver pursuant to Article VIII section 5 B (2) "The proposed development or expansion of an existing development will not significantly change the nature or intensity of the use or the exterior dimensions of any existing structure."

The building, in its most recent use, served as a gallery and I would like to use it as a taproom for my brewery currently operating in Boothbay.

I have included a sketch of the leased area which totals to 2071 Sq Ft by my measurements. The leased area is listed as 2051 Sq Ft in the lease provided.

I appreciate your time and consideration.

Sincerely,

Jeremy Meyers
Managing Member
Aekeir Brewing, LLC



First Floor
1429 sq ft

Stairs Down

Aekeir Brewing, LLC
111 Main Street
Tax Map: U-01 Lot: 033

2071 Sq Ft Measured Outside Dimensions
2051 Sq Ft as per Lease



Stairs Up

Basement/Street Level
642 sq ft

COMMERCIAL LEASE (DOUBLE NET LEASE)

1. Parties: G&G Holdings, LLC, LLC, a Maine limited liability company with a mailing address of 321 Ward Road, Topsham, Maine 04086 (“Landlord”), hereby leases to Aekeir Brewing, LLC, a Maine limited liability company with a mailing address of 15 Yankee Way, East Boothbay, ME 04544 (“Tenant”), and Tenant hereby leases from Landlord the following described premises.

2. Premises: The leased premises are deemed to contain +/- 2,051 square feet being the first and second floor of the property located at 111 Main Street, Wiscasset, Maine, as further described in Exhibit A attached hereto (the “Leased Premises”). The Leased Premises are accepted in “as is” condition, subject to agreed upon improvements by Landlord as described in **Paragraph 12**. Tenant acknowledges that: a) Landlord has made no representations and Tenant is not relying on any representations about the Leased Premises, its suitability for any particular use or the physical condition thereof; and b) that Tenant has conducted its own due diligence inquires with respect to the leases premises and is satisfied with the results thereof.

3. Term: The term of this Lease shall be for Five (5) years and Six (6) months, unless sooner terminated as herein provided, commencing on October 1st, 2023 (the “Commencement Date”) and ending on March 30, 2029 (the “Term”). Landlord shall deliver possession of the Leased Premises to Tenant on or before October 1st, 2023. All of Tenant’s obligations under this Lease shall commence upon delivery of possession, unless otherwise stated herein.

4. Rent: Commencing April 1, 2024, Tenant shall pay Landlord the following base rent:

Lease Year	Annual Base Rent	Monthly Rent
1	\$25,200.00	\$2,100.00
2	\$26,400.00	\$2,200.00
3	\$27,600.00	\$2,300.00
4	\$28,800.00	\$2,400.00
5	\$30,000.00	\$2,500.00

payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate, the following being now so designated: 321 Ward Road, Topsham, Maine 04086. If Tenant does not pay base rent, supplemental, and additional rents, or other fees and charges when due pursuant to the term of this Lease, then Landlord, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that Tenant fails to pay the amount due after the due date. The late charge shall be equal to Four Percent (4%) of the amount due Landlord each month in addition to the rent then due.

5. Renewal Option: So long as Tenant is not in default of this Lease at the time of exercise of Tenant's renewal option, Tenant shall have the option to renew this lease for One (1) term of Three (3) years. In order to exercise Tenant's option, Tenant shall notify Landlord in writing of its intention to exercise its option at least Twelve (12) months prior to the end of the Term, said renewal to be upon the same terms and conditions set forth in this Lease, except for base rent, which shall increase Two Percent (2%) each year after the Term.

In the event that Tenant fails to notify Landlord as required under this **Paragraph 5**, the option shall be deemed to have been waived and not exercised.

6. Security Deposit: Upon the execution of this Lease, Tenant shall pay to Landlord the amount of \$5,000.00, which shall be held as security for Tenant's performance as herein provided and refunded to Tenant without interest at the end of the Term of this Lease subject to Tenant's satisfactory compliance with the conditions hereof. In the event that Landlord utilizes some or all of the security deposit to cure a Tenant default, Tenant shall replenish the same within Five (5) days of written demand therefor from Landlord.

7. Rent Adjustment:

Tenant shall be responsible for Seventy Percent (70%) of all Operating Costs (as hereinafter defined) associated with the Leased Premises, including the building, its appurtenances, and all exterior areas, yards, plazas, sidewalks, landscaping, parking areas, and the like, excepting the costs of maintaining the roof and exterior structure, which shall be an expense of the Landlord, as is further detailed in this **Paragraph 7**.

A. Taxes: Commencing on April 1, 2024, Tenant will pay to Landlord as additional rent hereunder, Seventy Percent (70.00%) of the real estate taxes on the land and buildings of which the Leased Premises are a part in each year of the Term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If Landlord obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to Tenant.

B. Operating Costs: Commencing on April 1, 2024, Tenant shall pay to Landlord as additional rent hereunder all of the Operating Costs. Operating Costs are defined for the purposes of this Lease as Tenant's proportional operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping, parking areas, and the like then (as of said last day of the calendar year concerned) located outside of the building but related thereto and the Leased Premises. Operating Costs specifically include: (i) costs of furnishing electricity, heat, air-conditioning, water, and sewer and other utility services and facilities to the Leased Premises; (ii) costs of any insurance carried by Landlord related to

the building and the Leased Premises; (iii) costs for common area cleaning and janitorial services; and (iv) costs of snow and ice removal, landscaping, and grounds care.

During each year of the term of this Lease, Tenant shall make monthly estimated payments to Landlord, as additional rent for Tenant's share of real estate taxes and Operating Costs for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one-twelfth of Tenant's annualized share of Landlord's real estate taxes and Operating Costs for the current year. Within One Hundred Twenty (120) days after the end of each calendar year, Landlord shall deliver to Tenant a statement showing the actual amount of such real estate taxes and Operating Costs also showing Tenant's share of the same. In the event that Tenant does not object to such statement in writing within Ninety (90) days of receipt of same, such statement shall be deemed accurate. Upon written request by Tenant to Landlord made within said Ninety-day period, Landlord shall provide to Tenant reasonable supporting documentation for any item of expense on such statement objected to by Tenant. Tenant shall, within Thirty (30) days after delivery of the annual reconciliation statement, pay Tenant's share to Landlord, as additional rent, less any estimated payments. If the estimated payments exceed Tenant's share, then the excess shall be applied to the next year's monthly payments for estimated increases.

8. Utilities: Tenant shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises that are separately metered, all bills for fuel that are furnished to a separate tank servicing the Leased Premises exclusively. If said services are not separately metered or accounted for, then Tenant shall pay Seventy Percent (70.00%) of said utilities. Notwithstanding the preceding sentence, Tenant shall pay all charges for telephone and other communication systems used at and supplied to the Leased Premises.

In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord, which shall not be unreasonably withheld or delayed.

9. Use of Leased Premises: Tenant shall use the Leased Premises only for the purpose of operating a brewery and tap room. Landlord has made no representations to Tenant regarding the uses of the Leased Premises allowed under applicable law or other restrictions of record, and Tenant acknowledges and agrees that Tenant assumes all responsibility and risk for investigating the same.

10. Compliance with Laws: Tenant agrees to conform to the following provisions during the entire term of this Lease: (i) Tenant shall not injure or deface the Leased Premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise, or odor shall be permitted on the Leased Premises; (iii) Tenant shall not permit the use of the Leased Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any

insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) Tenant shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. Tenant shall observe and comply with all codes, ordinances, laws, regulations, and other governmental or quasi-governmental orders or inspections affecting Tenant, the Leased Premises and/or Tenant's use and all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the Leased Premises, the building, its facilities, and approaches. Tenant agrees to keep the Leased Premises equipped with all safety appliances and make all accessibility alterations, improvements, or installations to the building, and/or accommodations in Tenant's use thereof required by law or any public authority as a result of Tenant's use or occupancy of the Leased Premises or Tenant's alterations or additions thereto, which alterations, improvements, and installations shall be subject to Landlord's consent, not to be unreasonably withheld, as provided in this Lease.

11. Maintenance:

A. Tenant's Obligations: Tenant acknowledges by entering into this Lease that the Leased Premises are in good and satisfactory order, repair, and condition, and covenants during said Term and further time as Tenant holds any part of said Leased Premises to keep the Leased Premises (including without limitation windows, doors, and all systems serving exclusively the Leased Premises) in as good order, repair and condition as the same are in as of the Commencement Date, or may be put in thereafter, reasonable wear and tear excepted.

B. Landlord's Obligations: Landlord agrees to maintain and repair the roof, exterior walls, and structure of the building of which the Leased Premises are a part, building systems not exclusively serving the Leased Premises and the common areas, in the same condition as they are as of the Commencement Date or as it may be put in during the term of this Lease, reasonable wear and tear excepted, unless such maintenance or repair is made necessary by fault or neglect of Tenant or the employees, contractors, agents, or invitees of Tenant, in which case such maintenance or repair shall be at the sole expense of Tenant and Tenant shall pay all costs therefor.

12. Alterations-Additions: Tenant shall not make any alterations or additions, or permit the making of any holes in any part of said building (except for nail holes for hanging art), or paint or place any signs, drapes, curtains, shades, awnings, aerials, or flagpoles or the like, or permit anyone except Tenant to use any part of the Leased Premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of Landlord, said consent shall not be unreasonably withheld or delayed. Tenant may install signs at Tenant's sole expense, in compliance with all applicable laws and ordinances, and subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed.

Tenant shall not suffer or permit any lien of any nature or description to be placed against the building, the Leased Premises or any portion thereof, and in the case of any such lien attaching to

immediately pay and remove the same; this provision shall not be interpreted as meaning that Tenant has any authority or power to permit any lien of any nature or description to attach or to be placed upon Landlord's title or interest in the building, the Leased Premises, or any portion thereof.

Tenant shall be permitted to build out space to meet Tenant's needs of operating a brewery and tap room at the Leased Premises, provided, however, that Landlord has reviewed the Tenant's proposed buildout and has approved of it in writing in advance ("Tenant's Buildout"). Tenant shall be entitled to a Six (6) month rent abatement period beginning as of the Commencement Date for the purpose of conducting Tenant's Buildout and obtaining necessary licenses and permits to operate a brewery at the Lease Premises (the "Rent Abatement Period"). After the Rent Abatement Period ends on April 1, 2024, Tenant is required to pay to Landlord an amount equal to \$6,300.00 on or before April 1, 2025. Tenant shall return the Leased Premises to its current state as of the completion of Landlord's Work or, if this Lease terminates prior to the completion of Landlord's Work, as of the Commencement Date, prior to the Tenant vacating the Leased Premises.

Landlord agrees to perform work on the Leased Premises as outlined in Exhibit B attached hereto ("Landlord's Work") on or before April 1, 2024. On April 1, 2024, provided that Landlord's Work is substantially complete, Landlord and Tenant shall execute a written notice stating that Landlord's Work is complete and satisfactory. If Landlord's Work is not substantially complete as of April 1, 2024, then Landlord shall have a reasonable time thereafter not to exceed May 1, 2024 to complete Landlord's Work and rent will abate on a per day basis until Landlord's Work is substantially complete. Once Landlord's Work is substantially complete, Landlord and Tenant shall execute the aforementioned written notice.

13. Assignment-Subleasing: Tenant shall not by operation of law or otherwise, assign, mortgage, or encumber this Lease, or sublet or permit the Leased Premises or any part thereof to be used by others, without Landlord's prior express written consent in each instance. In any case where Landlord shall consent to such assignment or subletting, Tenant named herein and any guarantor of this Lease shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of controlling interest in the stock of a corporate Tenant, sale of the controlling membership interest in an LLC or similar entity, or the change of a general partner of a partnership Tenant shall constitute an assignment of this Lease. In the event that Landlord consents to any subletting or assignment and the subtenant or assignee, as the case may be, is obligated to pay rent or other sums in excess of those payable by Tenant to Landlord hereunder, then after deducting for reasonable, third-party expenses paid by Tenant in conjunction with such subletting or assignment and Fifty Percent (50%) of such excess shall be paid to Landlord.

14. Subordination and Quiet Enjoyment: This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust, and other instruments in the nature of a

mortgage, that is now or at any time hereafter a lien or liens on the property of which the Leased Premises are a part and Tenant shall, within Ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage. Provided Tenant performs all of its obligations under this Lease, Tenant shall be entitled to the quiet enjoyment of the Leased Premises; provided Tenant covenants that it holds the Leased Premises subject to all easements, covenants, and other matters of record, and agrees to abide by same to the extent the same affect the Leased Premises. Tenant agrees to sign within Ten (10) days after they are requested, such estoppel certificates as are requested by Landlord or Landlord's lender.

15. Landlord's Access: Landlord or agents of Landlord may, at all reasonable times during the term of this Lease, enter the Leased Premises: (i) to examine the Leased Premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerals or flagpoles, or the like, not consented to in writing; (ii) to show the Leased Premises to prospective purchasers and mortgagees; and (iii) to show the Leased Premises to prospective tenants during the Six (6) months preceding the expiration of this Lease. Landlord reserves the right at any time within Six (6) months before the expiration of this Lease to affix to any suitable part of the Leased Premises a notice for leasing the Leased Premises and to keep the signage affixed without hindrance or molestation. Landlord also reserves the right at any time to affix to any suitable part of the Leased Premises a notice for selling the Leased Premises or property of which the Leased Premises are a part and to keep the signage affixed without hindrance or molestation.

16. Indemnification and Liability: Tenant will defend and, except to the extent caused solely by the negligence or willful conduct of Landlord, will indemnify Landlord and its employees, agents, and management company, and save them harmless from any and all injury, loss, claim, damage, liability, and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury, or damage to property or business, arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises or any part of Landlord's property or the building, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, officers, contractors, subcontractors, subtenants, licensees, or concessionaires, or its or their respective agents, servants, or employees while on or about the Leased Premises. Tenant shall also pay Landlord's expenses, including reasonable attorney's fees, incurred by Landlord in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from Tenant's breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving Tenant), or any document, settlement, or other agreements related to this Lease. Tenant agrees not to assert immunity under workers' compensation laws as a defense to the enforcement by Landlord of the foregoing indemnity. The provisions of this **Paragraph 16** shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither Landlord, its employees, agents, nor management company shall

be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant due to the Leased Premises, the building or any part thereof, or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the Leased Premises or due to any act or negligence of Tenant or of any employee, agent, officer, licensee, contractor, subtenant or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas, or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment, and the like situated at the Leased Premises, whether owned by Tenant or others.

17. Tenant's Liability Insurance: Tenant shall: (i) insure Tenant and Landlord, as an additional named insured, with commercial general liability coverage, on an occurrence basis and in such amounts and with such Maine admitted companies and against such risks as Landlord shall reasonably require and approve, but in amounts not less than One Million Dollars combined single limit with deductibles of not more than Five Thousand Dollars (\$5,000) per occurrence; and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Leased Premises under standard Maine all risk perils form, or its equivalent, in such amounts and with such Maine admitted companies as Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant shall deposit with Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within Thirty (30) days prior to the expiration of any such policies, and Tenant promptly shall deliver to Landlord complete copies of Tenant's insurance policies upon request from Landlord. All of the foregoing insurance policies shall provide that such policies shall not be canceled without at least Thirty (30) days prior written notice to each insured named therein. Tenant shall list Landlord as an additional named insured or loss payee, as the case may be, in all policies required by this **Paragraph 17**.

18. Fire Casualty-Eminent Domain: Should a substantial portion of the Leased Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises unfit for use and occupation and Landlord does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the Leased Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Landlord reserves and excepts all rights to damages to the Leased Premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Landlord shall give Tenant notice of its decision to terminate this Lease or restore the Leased Premises within Ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary contained herein, Landlord's obligation to put the Leased Premises or the building in proper condition for

use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use.

19. Default and Bankruptcy: In the event that:

(a) Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within Seven (7) days of when due;

(b) Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within Ten (10) days after written notice thereof;

(c) The leasehold hereby created shall be taken on execution, or by other process of law;
or

(d) Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy, or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law,

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

20. Notice: Any notice from Landlord to Tenant relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to

Tenant, or upon mailing to the Leased Premises, certified mail, return receipt requested, postage prepaid, addressed to Tenant. Such notice shall be deemed served on the date of hand delivery to the Leased Premises or on the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of delivery or postmark. Any notice from Tenant to Landlord relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord at Landlord's address set forth in **Paragraph 1**, or at such other address as Landlord may from time to time advise in writing.

21. Surrender: Tenant shall at the expiration or other termination of this Lease peaceably yield up the Leased Premises and all additions, alterations, fixtures (including those installed by Tenant), and improvements thereto in good order, repair and condition, reasonable wear and tear only excepted, first moving all goods and effects not attached to the Leased Premises, repairing all damage caused by such removal, and leaving the Leased Premises broom clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the Leased Premises, and Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against Landlord or those claiming by, through or under Landlord, and Tenant shall be deemed to have conveyed such items to Landlord unless Landlord elects to reject acceptance of the same.

22. Hazardous Materials: Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials, or substances including asbestos, waste oil, and petroleum products (the "Hazardous Materials") which Tenant, its agents, or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises Tenant will: (i) comply with all applicable laws, ordinances, and regulations which relate to the treatment, storage, transportation, and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on, or about the Leased Premises and in particular will not deposit any Hazardous Materials in, on, or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that Tenant will with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the Leased Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon Five (5) days' notice from Landlord copies of all records which Tenant may be obligated by federal, state, and/or local law to obtain and keep; (iv) that upon termination of this Lease, Tenant will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the Leased Premises during the Term of this Lease or any extensions thereof, from the Leased Premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) Tenant further agrees to deliver the Leased Premises to Landlord at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof. Tenant shall protect, defend, indemnify, and hold Landlord harmless from and against (a) any loss, cost, expense, claim, or liability arising out of Tenant's breach of this Section or any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "**Remedial Work**") required by, or incurred by Landlord or any other

person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Leased Premises, except to the extent and degree that the condition or pollution requiring such Remedial Work is caused by the negligent acts or omissions of Landlord its agents, representatives, servants, or employees during the Term and (b) any claims of third parties for loss, injury, expense, or damage arising out of the release or discharge of any Hazardous Materials on, under, in, above, to, or from the Leased Premises during the Term, except to the extent and degree such release or discharge is caused by the negligent acts or omissions of Landlord, its agents, representatives, servants, or employees. In the event any Remedial Work is so required under any applicable federal, state, or local law, rule, regulation or order during the Term, Tenant shall promptly perform or cause to be performed such Remedial Work in compliance with such law, rule, regulation, or order. In the event Tenant shall fail to commence such Remedial Work in a timely fashion, or shall fail to prosecute diligently the Remedial Work to completion, such failure shall constitute an event of default on the part of Tenant under the terms of this Lease, and Landlord, in addition to any other rights or remedies afforded it hereunder, may, but shall not be obligated to, cause the Remedial Work to be performed, and Tenant shall promptly reimburse Landlord for the reasonable cost and expense thereof upon demand. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances, or regulations, whether federal, state, or local.

23. Limitation of Liability: Tenant agrees to look solely to Landlord's interest in the building for recovery of any judgment from Landlord or any of Landlord's partners, managers, or owners, it being agreed that Landlord and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord and any other such party. Under no circumstances shall Landlord ever be liable for lost profits, indirect, or consequential damages.

24. Landlord Default: Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within Thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the Leased Premises are a part notifies Tenant that such holder has taken over Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to Landlord for satisfaction of such claim.

25. Waiver of Rights: No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition, or duty.

26. Successors and Assigns: The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors, and assigns, but no covenant or agreement of Landlord, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder, or any beneficiary under any trust.

27. Holdover: If Tenant fails to vacate the Leased Premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to Two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by Landlord for Tenant to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the Leased Premises at the termination of this Lease.

28. Jury Trial Waiver: NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. Miscellaneous: If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors, and assigns. Landlord and Tenant agree that this Lease shall not be recordable, but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and

binding only upon the execution and delivery hereof by both Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only and shall not be considered a part of this Lease.

30. Brokerage: Landlord shall be responsible for payment of the brokerage commission payable to Maine Realty Advisors per a separate agreement between Landlord and Tenant.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals as of the dates indicated below.

Aekir Brewing, LLC

Dated: _____

By:

Its:

G&G Holdings, LLC

Dated: _____

By:

Its:



Ækeir Brewing, LLC

Identity:

Ækeir Brewing focuses on high end, handmade sour and spontaneously fermented beers. While simple ales and lagers and wild ales will be produced, spontaneous fermentation is my passion. The taproom will serve a wide variety of beers running the gamut of beer styles from all over the world and will play host to bottled spontaneous beers when available.

Target Market:

Downtown Wasscassett has plenty of art galleries, restaurants and shops to attract tourists but it lacks a local watering hole. Where do all the tourists go when they're done shopping and eating? I intend to remedy this regrettable situation with the Ækeir Brewing taproom at 111 Main St. Just a few blocks up the hill from the always packed Reds Eats, Ækeir intends to be the end of day destination for thirsty and weary tourists.

The Competition:

We see little competition, as there are no other breweries within walking distance of the downtown area.

Marketing:

Ækeir will maintain a website and a presence on social media platforms although the major form of marketing will be word of mouth and visibility on Main St/Route 1.

Revenue Streams:

Ækeir Brewing will sell beer directly to consumers for onsite consumption and beer to go as well as continuing to self distribute packaged beer to a select few stores and restaurants. I have included calculations as to the potential revenue of the proposed 2 barrel system and the same with the addition of two more fermenters. This also does not account for the sale of swag, snacks and other incidentals although we see this as a very small part of the whole.

2 Barrel System Pub Potential Revenue

brew 2x/week	124 gal/week	900 pints/week	@\$7.50/pint	\$6,750/week \$29,200/month \$350,700/year
Add 2x fermenters to allow for 3x/week	186 gal/week	1400 pints/week	@7.50/pint	\$10,500/week \$45,400/month \$545,580/year

Expenses:

Ækeir Brewing taproom expenses/month

Rent	\$2,900.00
COGS	\$1,800.00
Payroll	\$3,000.00
Utilities	\$1,500.00
Insurance	\$500.00
Excise Taxes	\$200.00
	\$9,900.00

COGS, Utilities and Excise Taxes assume full operation. These numbers will be significantly reduced during winter months when operations will be scaled back due to decreased demand. Rent will not be paid until April 1.

Projections:

Projections are based on best estimates taking into account levels of traffic during the tourist season. Winter months will undoubtedly be leaner but will improve with local awareness of the location. Estimates are based on a limit of beer produced/served each day during the busiest months. 180 pints/day is roughly the limit of production. If the limit of production is reached quickly, feremters can be added to extend capacity.

Month '24	Beers Sold/Day	Avg Price/Beer	Daily Revenue	Weekly Revenue	Monthly Revenue
Jan	0	\$7.00	\$0.00	\$0.00	\$0.00
Feb	20	\$7.00	\$140.00	\$840.00	\$3,477.60
Mar	30	\$7.00	\$210.00	\$1,260.00	\$5,569.20
Apr	60	\$7.00	\$420.00	\$2,520.00	\$10,785.60
May	110	\$7.00	\$770.00	\$4,620.00	\$20,420.40
Jun	150	\$7.00	\$1,050.00	\$6,300.00	\$26,964.00
Jul	180	\$7.00	\$1,260.00	\$7,560.00	\$33,415.20
Aug	180	\$7.00	\$1,260.00	\$7,560.00	\$33,415.20
Sep	160	\$7.00	\$1,120.00	\$6,720.00	\$28,761.60
Oct	150	\$7.00	\$1,050.00	\$6,300.00	\$27,846.00
Nov	110	\$7.00	\$770.00	\$4,620.00	\$19,773.60
Dec	100	\$7.00	\$700.00	\$4,200.00	\$18,564.00
				Total	\$228,992.40

Month '25	Beers Sold/Day	Avg Price/Beer	Daily Revenue	Weekly Revenue	Monthly Revenue
Jan	90	\$7.00	\$630.00	\$3,780.00	\$16,745.40
Feb	70	\$7.00	\$490.00	\$2,940.00	\$12,171.60
Mar	90	\$7.00	\$630.00	\$3,780.00	\$16,707.60
Apr	100	\$7.00	\$700.00	\$4,200.00	\$17,976.00
May	130	\$7.00	\$910.00	\$5,460.00	\$24,133.20
Jun	160	\$7.00	\$1,120.00	\$6,720.00	\$28,761.60
Jul	180	\$7.00	\$1,260.00	\$7,560.00	\$33,415.20
Aug	180	\$7.00	\$1,260.00	\$7,560.00	\$33,415.20
Sep	160	\$7.00	\$1,120.00	\$6,720.00	\$28,761.60
Oct	150	\$7.00	\$1,050.00	\$6,300.00	\$27,846.00
Nov	110	\$7.00	\$770.00	\$4,620.00	\$19,773.60
Dec	100	\$7.00	\$700.00	\$4,200.00	\$18,564.00
				Total	\$278,271.00

Start-up Costs

Ækeir Brewing taproom startup costs

2 BBL Brewing System, used, located on FL	\$32,000.00
Transportation of system to Maine	\$5,000.00
Electrical work to support 2BBL system	\$10,000.00
Plumbing for glycol	\$5,000.00
Plumbing work for sink and glass washer	\$2,000.00
3 compartment sink and hand sink	\$1,200.00
Glass washer	\$7,000.00
Product Display Fridge	\$1,000.00
Kegerator	\$3,000.00
Bar Buildout	\$1,500.00
Tables Chairs	\$10,000.00
Glass ware	\$1,500.00
Kegs	\$1,500.00
Gas(CO2) and Gas Plumbing, tubes, regulators etc.	\$2,000.00
Initial Working Capital	\$15,000.00
Total	\$97,700

Many of the items listed are listed at retail prices. We will source used and discounted items whenever possible. For example, kegerators, glass washers, fridges and furniture are frequently listed in auctions and on Facebook Marketplace at deep discounts from restaurant closings and renovations.

Team:

The team will consist of Jeremy Meyers, owner/Managing Member/Brewer and one, as of yet unknown, full time employee who will be tasked with serving and managing the taproom.

Milestones:

Firstly, getting the taproom open in January or February. We don't anticipate great numbers in the first few months of operation but this will give us a chance to get to know the locals and fine tune our operation.

Beginning in April of '24 we project sales to rise steeply as tourists begin to filter in for the spring and summer. We hope to be selling approximately 500 pints/week around this time.

June of '24 is when the taproom will be in full swing. We believe we will be selling through up to 900 pints/week from June through early September and this pattern will continue the following years with winters getting better as word gets out.

The Future:

The plan for the future (4-5 years) is to continue building the brand recognition among the beer culture and among locals. When necessary, we can add two more fermenters to the system to further extend capacity although the focus will be on producing the absolute best quality beer possible. Any expansion will be approached slowly and methodically. Please see the Pub Potential Revenue spreadsheet.

A Little History:

I, Jeremy Meyers, am the sole member and owner/operator of Ækeir Brewing, LLC.

I have been brewing beer since 1997. My love of craft beer almost predates Craft beer itself.

A school trip to Germany in 1997 introduced me to “good” beer and upon returning home I grabbed a home brewing kit and a couple of books and got to work.

The first five or so years were a lot of trial and error, mostly error. In the early 2000’s I finally started to produce decent beer and was very proud of my efforts. Keep in mind the internet was still very new at this time so learning resources were scarce.

In 2006 a friend and I decided to start a brewery. We brewed quite a few batches of beer in his garage. I got much better at brewing very quickly. This business, unfortunately, or fortunately, never got off the ground. There was a fundamental disagreement about our target market. I wanted to produce a variety of high quality beers and he had his sights set on producing en mass, a light lager not unlike the beers that had been the dominant force in American beer for the last 70 years.

In 2011 my wife, Sarah, was a student at George Mason University and was taking an entrepreneurship course. As a project in the class she had to form a business plan, a marketing plan and present to the class. With my help she and her team built a brewery plan for the class. We brewed a beer to share with the class and her team took first place in the competition. The next year we used that plan as a starting point for BadWolf Brewing Company, LLC.

We opened the doors to BadWolf on June 19, 2013 to an overwhelming response. For the first several months we ran out of beer on a nightly basis. We were the first brewery in our town/county. Currently there are over 20.

Within a year we were convinced that we should expand so we acquired a 7000sq/ft warehouse in Manassas, VA and built a brewery 10x as large as the first. We took on staff and a distributor and got to work. We did well and made great beer but eventually the stress of it all was too much for both of us.

Three and a half years after opening “Big Bad” in 2018, we sold the assets to Tucked Away Brewing which is still operating in the location.

One year later in 2019 we sold BadWolf entirely to a retired fire fighter who continues to operate it to this day.

In Oct. 2021 we moved to East Boothbay in part because we found a beautiful house that had enough room that I could start a very small brewery in the garage. I will finally be able to focus on brewing the high end craft beer that I have wanted to make from the beginning of this journey.