LUTHI & VOYLES, LLC
PO BOX 820

THAYNE, WY 83127

1028303 12/19/2022 11:48 AM
LINCOLN COUNTY FEES: $132.00 PAGE 1 OF 41
BOOK: 1078 PAGE: 488 LEASE
APRIL BRUNSKI, LINCOLN COUNTY CLERK

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into this 14th day of September, 2022 by and between Melvin Brewing Company, LLC, a Wyoming limited liability company ("Assignor"), and Get Down, LLC, a Wyoming limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee, entered into that certain Asset Purchase Agreement, dated August, 31, 2022, (the "Agreement"), for the purchase and sale of certain assets of Assignor, which include, among other things, a Lease Agreement with Option to Purchase dated July 14, 2014 but effective as of January 1, 2015, between Town of Alpine, a municipality organized and existing under the laws of the State of Wyoming, ("Landlord") and Assignor, as amended or otherwise modified by the documents listed as items 1 through 3 of Schedule I attached hereto (collectively, the "Lease") with respect to a 6.18 acre site in the NW ¼ of Section 30, T37N, R118W, Lincoln County, Wyoming, having an address of 624 County Road 101 Alpine, Wyoming, 83128 (the "Premises"); and

WHEREAS, in connection with the consummation of the transaction contemplated under the Agreement, Assignor and Assignee desire to execute this Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are hereby incorporated in the body of this Assignment as if fully rewritten and restated herein. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

2. Assignment of Lease. Effective as of the Closing, Assignor hereby sells, transfers and assigns to Assignee all of its right, title and interest in and to the Lease and each of the other documents set forth on Schedule I, subject, however, to the terms, covenants and conditions of the Lease and this Assignment.

3. Assumption of Obligations. Assignee hereby accepts the assignment of the Lease subject to the terms and conditions hereof, and from and after the date hereof, Assignee hereby assumes and shall be responsible for and shall perform all of those obligations imposed on the lessee or tenant under the Lease, including the payment of rent, which obligations first arise or accrue after the date hereof (the "Closing").

4. Counterparts. This Assignment may be executed in one or more identical counterparts, all of which, when taken together shall constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

6. Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

7. Effectiveness. This Assignment shall become effective upon the Closing. In the event that the Agreement terminates prior to the Closing, this Assignment shall be void *ab initio*.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

9/14/22
9/14/22

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first above written.

ASSIGNOR:

Melvin Brewing Company, LLC, a Wyoming limited liability company

By: ____________________
Name: FRANK J. MAGAZINE
Its: CEO

ASSIGNEE:

Get Down, LLC, a Wyoming limited liability company

By: ____________________
Name: Colby D. Cox
Its: Manager

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Wyoming
County of Lincoln

On December 16, 2022 before me, M. Kevin Voyles (name and title of officer), personally appeared Frank J. Magazine, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wyoming that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______

Print Name M. Kevin Voyles

M. Kevin Voyles - NOTARY PUBLIC
County of Lincoln
State of Wyoming
My Commission Expires July 16, 2023

(Seal)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Wyoming
County of Teton

On December 16, 2022 before me, Christina Feuz (name and title of officer), personally appeared Colby Cox, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wyoming that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Print Name C. Feuz

C. FEUZ
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 147308
MY COMMISSION EXPIRES: 10/18/2028

(Seal)

Schedule I

1. Addendum to July 14, 2014 Lease Agreement With Option To Purchase, by and between Landlord and Tenant, for Real Property Located in NW ¼ of Section 30, T37N, Ri 18w, Lincoln County, Wyoming, dated as of August 5, 2015.
2. Addendum 2 to July 14, 2014 Lease Agreement With Option To Purchase, by and between Landlord and Tenant, for Real Property Located in NW ¼ of Section 30, T37N, Ri 18w, Lincoln County, Wyoming, dated as of August 10, 2015.
3. Lease Agreement with Option to Purchase Addenda #3, by and between Landlord and Tenant, for Real Property Located in NW ¼ of Section 30, T37N, Ri 18w, Lincoln County, Wyoming, dated as of March 14, 2017.
4. Development Agreement, by and between Landlord and Tenant, dated as of July 10, 2014.
5. Addendum #1 to Development Agreement, Town of Alpine / Melvin Brewing Company, by and between Landlord and Tenant, dated as of March 4, 2017.
6. Addendum #1 to Development Agreement, Town of Alpine / Melvin Brewing Company, by and between Landlord and Tenant, dated August 28, 2018.
7. Amendment to Development Agreement (Town of Alpine / Melvin Brewing Company), by and between Landlord and Tenant, dated as of June 23, 2021.

9/16/22

12/16/22

LEASE AGREEMENT
WITH OPTION TO PURCHASE

TOWN OF ALPINE - Landlord

MELVIN BREWING COMPANY –Tenant

FOR

REAL PROPERTY LOCATED IN
NW ¼ of Section 30, T37N, R118W
LINCOLN COUNTY, WYOMING

JULY 14, 2014

Table of Contents

This Lease Agreement made and entered into on July 16, 2014, but effective as of January 1, 2015, or as otherwise agreed by the parties, between the Town of Alpine., a municipality organized and existing under the laws of the State of Wyoming, with its office located at 250 River Circle, Alpine, Wyoming, referred to as the "Landlord" and Melvin Brewing Company, a Wyoming Corporation organized and existing under the laws of the State of Wyoming, with its principal office at P.O. Box 2061; 75 East Pearl Street; Jackson, Wyoming, referred to as the "Tenant".

SECTION 1 - DESCRIPTION OF PREMISES; USE

The Landlord leases to the Tenant certain lands located adjacent to the Town of Alpine in Lincoln County, Wyoming, and more particularly described in Exhibit 2.

Also demised are a building and improvements to be constructed by the Landlord upon the premises located on a 6.18 acre site in the NW ¼ of Section 30, T37N, R118W, Lincoln County, Wyoming, with those plans and specifications attached hereto and incorporated herein as Exhibit 3 (said real property sometimes referred to herein as "the project site"). The demised lands, easements benefiting the same and improvements on the land shall be for the use of the Tenant, its agents, servants and invitees for the lawful purpose of operating a beer brewing and bottling facility.

SECTION 1.1 - SOURCE OF FUNDS FOR CONSTRUCTION, COST OF CONSTRUCTION AND LIMIT OF LIABILITY OF LANDLORD FOR CONSTRUCTION, BUILDER'S RISK INSURANCE

Landlord and Tenant agree that there will be multiple sources of funds for the construction of the building and improvements on the lands described in Exhibit 2. The first source is a Grant in the sum of $2,950.00 from the Wyoming Business Council ("WBC") to the Landlord for use by the Landlord to build a 20,000 +/- square foot structure to house a brewing and bottling facility and extend water, sewer, power, communications and access road to the site suitable to Tenant's use. In addition there will be a cash match in the amount of $2,000,000 from the Tenant that will be used as a down payment for the land, the payment of 20 initial sewer tap fees and a water tap fee.

Additional non-eligible funds in the amount of $830,000.00 will be provided to Tenant as a loan from a commercial bank which will be guaranteed by the Small Business Administration to for the purchase of equipment to be used in the brewery operation. The Tenant will also provide funding from equity investors in the amount of approximately $2,000,000 for use in the procurement of additional equipment and for operating capital related to the brewery operation.

The Wyoming Business Council grant requires a 10% match for the first $1,500,000 of grant funds and 30% match for grant funds over $1,500,000, a total of $585,000. It is recognized that the contribution of the land under and immediately adjacent to the building as shown in Exhibit 3 will be used as a portion of the match required by the grant. Additional in-kind matching for the WBC grant will be provided by the Landlord in the amount of 36 additional future sewer taps at $8,600 per tap, a value of $309,600. Reimbursement for the additional in- kind taps will be provided by Tenant in accordance with the terms set forth in the Development Agreement between the parties.

SECTION 2 - TERM; RENT

The term of this lease shall be for fifteen years commencing on the first day of the month following the month in which substantial completion, as defined in Section 25 hereof, is achieved which date shall be referred to as the "date of occupancy". The rent to be paid by the Tenant to the Landlord from the date of occupancy is listed in Exhibit 1. The non-interest portions of the rent paid by the Tenant will be credited toward the recapture payments as outlined in the Development Agreement between Landlord and Tenant (Development Agreement). Late payments shall be subject to a fixed late fee of $100 plus 1% per month from the date the rent is due. Rent shall be paid on the first day of each month during the term beginning on the date of occupancy. Rent shall be considered to be late if paid after the 10th day of the month.

SECTION 2.1 – FUTURE PURCHASE OPTION

The Tenant shall have the option to purchase the project site including any and all improvements then situate thereon at any time after five years from the date of occupancy, once all recapture payments are made, a minimum of 30 full time jobs are created as defined in the Development Agreement, and all other outstanding obligations and costs are resolved with Landlord. Minimum requirements are described in greater detail in the Development Agreement. The purchase price shall be calculated as follows: the amount of the final BRC Business Committed Program grant ("the Grant") less the cost of the off-site utility extensions and less the total amount previously recaptured by Landlord as of the date of sale.

Tenant shall exercise this option by giving Landlord written notice of exercise prior to the date that is at least 90 days before the last day of the term. Closing shall be held within 60 days of that notice. Landlord shall convey the premises to Tenant subject only to taxes and assessments. Landlord shall provide marketable title in the form of a warranty deed and evidenced by an owner's policy of title insurance in the form normally provided in Lincoln County, Wyoming. In the event of sale pursuant to this option, included with the property are fixtures and equipment attached to the real property, including all fixtures and equipment installed by Tenant, and normally included in the sale of a commercial or manufacturing facility.

SECTION 3 – TENANT FIXTURES AND IMPROVEMENTS

Tenant will be responsible for all costs associated with the purchase and installation of equipment and related fixtures and improvements required for the brewery and bottling operation that are separate from the basic building structure. Tenant shall, prior to installing any equipment, fixtures or improvements, provide to the Landlord plans and specifications therefor along with an itemized list with costs of the equipment, fixtures and equipment being installed. Tenant shall not purchase or install such equipment, fixtures and equipment without Landlord's prior written consent, such consent not be unreasonably withheld or denied. Tenant shall be responsible for any and all damage caused to the building as a result of the installation or removal of any such equipment, fixtures, or improvements.

SECTION 4 – UTILITIES

The Landlord shall as a part of the proposed improvements extend water, sewer, power and communications utilities to the property described in Exhibit 2. The water and sewer utilities shall be owned and operated by the Landlord as part of its public utility system. Power and communications extensions shall be owned by the Landlord and operated by the local service providers. The Landlord shall also install wastewater pre-treatment facilities as required by ordinances adopted by Landlord to insure safe and adequate operation of the Town's wastewater treatment facility. All costs for the operation of the pretreatment facilities shall be borne by the Tenant.

Tenant shall obtain, in its name, all utility services required on the demised premises, including gas, electricity, telephone, fiber optic or cable communications, water, and sewer connections and services, and Tenant shall pay all charges for those services as they become due. If Tenant fails to pay any such charges, Landlord may elect to pay them and the charges will then be added to the rental installment next due. Landlord may elect to terminate this Lease if Tenant fails or refuses to pay when due the charges for utility services as assessed or incurred.

Landlord shall not be liable for any personal injury or property damage resulting from the negligent operation or faulty Tenant installation of utility services provided for use on the demised premises, nor shall Landlord be liable for any injury or damage suffered by Tenant as a result of the failure to make necessary repairs to the utility facilities.

Tenant shall be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located on the demised premises, resulting from the negligent or deliberate acts of Tenant, its agents or employees.

SECTION 5 - TENANT TO PAY TAXES AND OTHER CHARGES

Tenant shall pay and discharge when due, as part of the rental of the demised premises any and all state, municipal, and local property and sales taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, of whatever name, nature, and kind that are or may be during the term of this Lease Agreement, levied, assessed, imposed, or charged on the land or the demised premises, or on the building or buildings and improvements now on or hereafter built or made on the demised premises, and all of which may be levied, assessed, imposed, or charged on or against the Leasehold estate and on the reversionary estate in the demised premises during the term of this Lease Agreement. For the year 2014, all above identified taxes, levies, and assessments shall be prorated to the first day of the month in which the Tenant takes possession of the demised premises and improvements.

The taxes, assessments, levies, and other charges, paid as specified in this section by Tenant, shall be paid in the name of Landlord, and Tenant shall pay them as specified above whether such taxes and other charges become due and payable during the term of this Lease Agreement or subsequent to the expiration or earlier termination of the term of this Lease Agreement. Tenant further agrees on demand to produce and exhibit to Landlord receipts by proper officials showing the payments agreed by Tenant to be made.

Tenant may, however, defer the payment of any tax, assessment, or other charge so long as the validity of such item shall be contested by Tenant in good faith and by appropriate legal proceedings, provided that Tenant shall have furnished to Landlord the bond of a surety company or other security satisfactory to Landlord, in an amount satisfactory to Landlord, securing Landlord against the payment of such tax, assessment, or other charge so contested and against any loss, damage, or penalty arising in any way from the failure of Tenant to pay it.

For all purposes under this Lease Agreement and in any suit of any kind between the parties to this Lease Agreement, any receipt showing the payment of such tax, assessment, or other charge signed by any public official authorized to give similar receipts shall be conclusive evidence against Tenant that the amount of the payment was due and payable and that the tax assessment or other charge was a valid and existing lien on the premises at the time of payment.

SECTION 6 - TENANT'S COVENANT TO REPAIR

Tenant, at its own expense, shall maintain the demised premises and appurtenances to the demised premises in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear.

SECTION 7 - ASSIGNMENT OR SUBLETTING

Tenant shall not assign this lease or sublet the premises or any part thereof without the prior written approval of the Landlord.

SECTION 8 - TENANT TO INSURE DEMISED PREMISES—ALL PERIL COVERAGE INSURANCE PREMIUMS ON INSURED BUILDING AND ADDITIONS

A Builder's Risk Insurance policy in the amount of the cost of construction of the improvements contemplated by the drawings and specifications attached hereto as Exhibit "3" shall be obtained by Landlord and paid for out of the Wyoming Business Council Grant funds. The policy or policies shall be written by a reliable insurance company or companies authorized to do business in the State of Wyoming. The policies shall be written in the names of and for the benefit of Landlord and Tenant as their respective interest may appear.

In addition to the monthly rental payments, Tenant shall carry all peril coverage insurance on the demised premises during the entire term of this Lease in an amount equal to the replacement value of the buildings and all additions or improvements made on the demised premises by either party, written by a reliable insurance company or companies authorized to do business in the State of Wyoming. The policies shall be written in the names of and for the benefit of Landlord and Tenant, as their respective interest may appear.

Tenant shall also furnish Landlord contingent liability insurance at the expense of Tenant, with a company authorized to do business in the State of Wyoming, in the amounts of \$1,000,000 in case of injury or damage to one person, \$2,000,000 in case of injury or damage to more than one person in the same accident or occurrence, and \$1,000,000 for property damage.

The insurance required by this Lease Agreement shall be procured at the time of delivery of the possession of the demised premises to Tenant, and shall be kept and maintained in full force during the entire term of this Lease Agreement at the expense of Tenant. The amount of the insurance shall be adjusted as additions or improvements are made to the demised premises by the parties or for increases in the replacement cost. Written proof of all such policies shall be delivered to Landlord at least annually.

In the event of the failure of Tenant to procure the required insurance and to pay the premiums on the insurance, or to properly maintain and keep in force the insurance, Landlord shall have the right to procure the insurance and pay the insurance premiums, which amounts shall be deemed additional rent and shall be due and payable with the next installment of rent due from Tenant.

SECTION 9 - DISPOSITION OF INSURANCE PROCEEDS--REPAIRING OR REBUILDING FIRE-DAMAGED PREMISES

Tenant shall maintain fire and all peril insurance on the buildings located upon the demised premises. In the event of partial loss by fire or other casualty, the insurance moneys shall be used in reconstructing the improvements on the demised premises unless Landlord and Tenant agree otherwise. Tenant shall furnish a copy of the insurance policies on the demised premises to Landlord.

SECTION 10 - OBLIGATION OF TENANT TO RENEW INSURANCE--LANDLORD TO BE FURNISHED WITH BINDER AND CERTIFICATE AND TO RECEIVE NOTICE OF CANCELLATION OR CHANGE

Tenant shall renew all policies of insurance that Tenant is required to procure and maintain under the provisions of this Lease Agreement when renewal is required. At least thirty days prior to the expiration of the policies, Tenant shall furnish to Landlord a copy of a binder from the insurer. Tenant shall provide Landlord with the renewal policy, a copy of the policy, or a certificate as evidence of the renewal of the insurance policies.

All binders, policies, or certificates shall provide for thirty days' notice from insurers to Landlord of any cancellation or amendment to any of the insurance policies if a notice requirement of this nature is acceptable to insurer.

SECTION 11 - INDEMNIFICATION--LOSSES, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES

Tenant shall, at all times, indemnify and hold Landlord harmless from all losses, damages, claims, liabilities and expenses, including reasonable attorneys fees and other expenses, which may arise or be claimed against or imposed upon or incurred by Landlord and be in favor of any person, firm or entity for any injuries or damages to the person or property of any person, firm, or entity consequent upon or arising from or in connection with:

1. Any use or occupancy of the Premises by Tenant, its employees, agents, servants, licensees or invitees;

2. Any act, omission, neglect or fault of Tenant, its employees, agents, servants, licensees or invitees or assignees, in connection with the use, occupancy or operation of the Premises, including by way of description and not limitation, hazardous or toxic materials; or,

3. Any failure by Tenant to comply with any of the covenants, Agreements and terms of this Lease Agreement or any applicable laws, statutes, ordinances or regulations.

If any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon written notice from Landlord shall at Tenant's cost and expense resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. Landlord shall not be liable for, and Landlord is hereby released and relieved from, and Tenant hereby waives, all claims, causes of action and demands of any kind by reason of or resulting from damage or injury to any person or property of Tenant, or Tenant's assignees, or to any other person or party, consequent upon or arising from or in connection with any use or occupancy of the Premises by, or any act, omission, neglect or fault of, any such persons or parties or for any other reason or cause arising at any time, except to the extent such damage or injury is caused by and results directly from the act or neglect of Landlord.

SECTION 12 - RIGHT OF LANDLORD TO ENTER FOR INSPECTION

The Landlord may enter the demised premises during all reasonable business hours to inspect the same. However, when reasonably possible, Landlord shall give Tenant at least 24 hours prior notice verbally of its intent to inspect the premises.

SECTION 13 - QUIET ENJOYMENT

The Landlord warrants and covenants that the premises may be used for the purposes contemplated in this Lease throughout the term of this Lease and any extensions. The Tenant shall quietly enjoy the premises for the full term and for all extensions provided for in this Lease.

SECTION 14 - TITLE OF LANDLORD

Landlord covenants and warrants it has full right and lawful authority to enter into this Lease Agreement for the full term granted and that it has exclusive right to the use, benefit and enjoyment of the premises, free and clear of all occupancies, tenancies, mortgages, liens, and other encumbrances.

SECTION 15 - SUBORDINATION

The parties stipulate and agree that his Lease is neither subject to nor subordinate to nor may by the actions of either of the parties be made subordinate to the rights of any other person including without limitation any creditors of either of the parties:

SECTION 16 - LANDLORD'S RIGHT TO ASSIGN RIGHTS AND OBLIGATIONS UNDER LEASE AGREEMENT

Landlord shall have the right to assign, in whole or in part, its rights and obligations under this Lease Agreement and in the demised premises and improvements described in this Lease.

SECTION 17 - CHANGES AND ALTERATIONS

The Tenant may from time to time, at its expense, paint and decorate the premises and make such nonstructural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for the purpose of its business. The Tenant may make structural alterations or additions only with the Landlord's prior written approval, which approval the Landlord will not unreasonably withhold or delay.

SECTION 18 - SURRENDER

On the termination of the Tenant's occupancy, the premises shall be surrendered in the condition in which the Tenant is required by this Lease to maintain the same. In the event the Tenant shall for any reason remain in possession after the expiration of either the term granted by this Lease or any renewal or extension thereof (except pursuant to such renewal or extension), or after the date specified in any notice of termination given by either the Landlord or Tenant, such possession shall be as a month to month Tenant during which time the Tenant's liability for the payment of rent shall be limited to payment of a monthly rent equal to that accruing during the last month of the preceding term. During any such month-to-month tenancy, all of provisions of this Lease shall remain in full force and effect.

SECTION 19 - REMOVAL OF TENANT'S FIXTURES

The Tenant shall have the privilege at any time when or before vacating the premises of removing any or all of its personal property, equipment and fixtures, and shall repair any damage caused by such removal. A final assessment shall be made by the Landlord following the removal of all fixtures of any damages or repairs, other than ordinary wear and tear, needed to return the property to its original pre-rental state, which costs shall be the obligation of the Tenant.

SECTION 20 – DEFAULT AND ABANDONMENT

If the Tenant shall default in the performance of any of its obligations and if such default shall continue for ten (10) days after written notice thereof by Landlord to the Tenant, or if the Tenant shall be adjudicated bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors or a receiver be appointed for any of its assets, then the Landlord may lawfully enter the premises and repossess the same as of the former estate of the Landlord and expel the Tenant and those claiming under the Tenant without being deemed guilty of any manner of trespass and without prejudice to any other remedies which the Landlord may have for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this Lease shall terminate and the Tenant covenants that in case of such termination, Tenant shall pay to the Landlord all loss of rent during the residue of the term, legal and rental expenses, and all other direct costs which the Landlord may incur by reason of such termination. Landlord's claims to repossession shall be limited to the premises without right to beer-production, bottling or other business equipment and fixtures of Tenant which will remain the property of Tenant or Tenant's equipment lessors, as applicable. If the Landlord defaults in performance or observance of any provision of this Lease, and if such default shall not be cured by Landlord within ten (10) days after the delivery of written notice, the Tenant, at any time after the expiration of such ten (10) day period may terminate this Lease.

Ten days' physical absence by Tenant with rent being unpaid, or removal of a substantial portion of Tenant's personal property with rent being paid, and, in either case, reason to believe Tenant has vacated the premises with no intent to return shall be conclusively deemed to be an abandonment of the premises by Tenant. In such event, and in addition to Landlord's remedies set forth above, Landlord may, but need not, enter the premises and act as Tenant's agent to perform necessary repairs and to relet the premises. Tenant shall be conclusively deemed to have abandoned any personal property remaining in the premises, and Tenant's title thereto shall thereby pass under this Lease as a bill of sale to Landlord without additional payment or credit by Landlord to Tenant. Landlord may sell any personal property so received, applying the proceeds to Tenant's obligations to Landlord and accounting to Tenant in writing.

SECTION 21 - CHANGE IN OWNERSHIP OF DEMISED PREMISES

If the ownership of the premises or the name or address of the party entitled to rent under this Lease shall be changed, the Tenant may, until receipt of proper notice of such change, continue to pay the rent accrued and to accrue under this Lease to the party to whom and in the manner in which the last preceding installment of rent was paid, and each such payment shall to the extent of the payment exonerate and discharge the Tenant.

SECTION 22 - NOTICES

Any notice or demand that, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a party to this Lease, shall be in writing and may be given by certified or registered mail sent to the other party at the address of its principal office mentioned at the beginning of this Lease, or to such other address as such party may from time to time designate by notice.

SECTION 23 - COMPLIANCE WITH LAWS

The Tenant shall promptly execute and comply with all laws, ordinances, regulations and requirements of any or all federal, state and municipal authorities having jurisdiction over the manner in which the Tenant's business is conducted.

SECTION 24 - SIGNS

The Tenant may, upon obtaining any necessary permits from governmental authorities, erect and maintain at its own expense, from the date of occupancy throughout the term of this Lease, signs of such dimensions and materials as it may determine.

SECTION 25 – SUBSTANTIAL COMPLETION

The Tenant shall not be deemed to have received actual possession of the premises within the meaning of Section Five of this Lease Agreement until substantial completion has been achieved. Substantial completion is defined for purposes of this Lease Agreement as that point in time when the building can be used for the purposes intended by the Tenant. The Landlord covenants that all work shall be carried out in accordance with the requirements, orders and limitations of all local, state or federal departments or bureaus having jurisdiction, and upon completion the premises shall be in compliance with all governmental requirements for the use which the Tenant may make of them. All permits and licenses and the necessary insurance required in connection with the above work are to be obtained and paid for by the Landlord.

SECTION 26 - WORK SPECIFICATIONS

The specifications, plans and drawings referred to above have been initialed by the parties for identification and are attached hereto as Exhibit 3.

SECTION 27 - LANDSCAPING

Tenant agrees that landscaping shall be considered one of the improvements contemplated by this Lease. Tenant further agrees that it shall bear the cost of landscaping as well as the maintenance of the same during the term or extension of the term of this Lease.

SECTION 28 - NO ORAL MODIFICATION

This Lease may not be modified except by an instrument in writing, signed by the parties to this Lease or their respective successors or assigns.

SECTION 29 - ESTOPPEL CERTIFICATES

A. Tenant shall, from time to time, on not less than thirty days prior notice from Landlord, execute, acknowledge, and deliver to Landlord, or to the holder of any instrument affecting the leased premises or the improvements, or any other party specified by Landlord, a statement certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that this Lease Agreement is in full force and effect as modified and stating the modifications), the dates to which the rent and other charges payable under this Lease Agreement have been paid, and stating whether or not, to the best knowledge of the signer of the certificate, Tenant is in default in the performance of any covenant, agreement, or condition contained in this Lease Agreement and, if so, specifying each such default of which the signer may have knowledge, and further certifying as to such other matters relating to this Lease Agreement as may be reasonably requested by the party requesting the statement, it being intended that any such statement delivered pursuant to this Section may be relied on by a prospective purchaser of the leased premises or the improvements, or a prospective mortgage holder, or any prospective assignee of any mortgage holder.

B. Landlord shall, from time to time, on not less than thirty days prior notice from Tenant, execute, acknowledge, and deliver to Tenant, or any other party specified by Tenant, a statement certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and other charges payable under this Lease Agreement have been paid, and stating whether or not, to the best knowledge of the signer of the certificate, Tenant is in default in the performance of any covenant, agreement, or condition contained in this Lease Agreement and, if so, specifying each such default of which the signer may have knowledge, and further certifying as to such matters relating to this Lease Agreement as may be reasonably requested by the party requesting the statement, it being intended that any such statement delivered pursuant to this Section may be relied on by any prospective assignee of Tenant.

SECTION 30 - REMEDIES OF LANDLORD AND TENANT CUMULATIVE

All rights, options, and remedies of Landlord and Tenant contained in this Lease Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. Either party shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether or not stated in this Lease Agreement.

SECTION 31 - SEVERABILITY

If any provision of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 32 - ENTIRE AGREEMENT

No representations, statements or warranties have induced the making, execution and delivery of this Lease Agreement by Tenant other than those expressed in this Lease Agreement. This Lease Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter of this Lease Agreement. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

SECTION 33 - GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming.

SECTION 34 - ATTORNEY FEES

In the event that any litigation in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION 35 - MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing executed by each party.

SECTION 36 - COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

SECTION 37 – SECTION HEADINGS

The titles to the sections of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

SECTION 38 - CORPORATE RESOLUTION

Tenant shall provide Landlord with a resolution properly adopted by Tenant approving this Lease Agreement as to form and substance and further directing that appropriate corporate officer execute the same.

SECTION 39 - SUCCESSORS BOUND

The covenants and Agreements contained in this Lease shall inure to the benefit of and be binding on the parties to this Lease Agreement, their legal representatives, successors, and assigns.

In witness, each party to this Agreement has caused it to be executed at Alpine, Wyoming as of the 29 day of July, 2014.

LANDLORD: Town of Alpine, a Wyoming Municipality

______________________________,
KENNIS LUTZ, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing Lease Agreement was acknowledged before me by Kennis Lutz, in his capacity as Mayor of the Town of Alpine, a Wyoming municipality pursuant to a duly adopted resolution by the Alpine Town Council, this 29 day of July, 2014.

PAMELA D. POSTON NOTARY PUBLIC
County of Lincoln State of Wyoming
My Commission Expires February 3, 2015

____
Notary Public
My commission expires: FEBRUARY 3, 2015

TENANT: Melvin Brewing Company, a Wyoming Corporation

JEREMY TOFTE, President

STATE OF ~~WYOMING~~ California)
) ss.
COUNTY OF Los Angeles)

The foregoing Lease Agreement was acknowledged before me by Jeremy Tofte, in his capacity as President of Melvin Brewing Company, this 25th day of July, 2014.

WITNESS my hand and official seal.

BAHRAM EFTEKHARI
COMM. #1974848
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires April 20, 2016
AWT2

Notary Public
My commission expires: 4/20/16.

EXHIBIT 1 – LEASE TABLE

Year	Months in Term	Rent – (Recapture)[1]	Accrued Annual Interest	Total Annual Rent
1	No payments in Year 1 (2014) as construction is initiated			
2	Date of occupancy to 12-31-2015	$10,000.00 for the first year	$77,725	$10,000
3	1-1-2016 to 12-31-2016	$25,908 per year	$79,757	$25,908
4	1-1-2017 to 12-31-2017	$51,817 per year	$81,372	$51,817
5	1-1-2018 to 12-31-2018	$129,542 per year	$82,259	$129,542
6	1-1-2019 to 12-31-2019	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
7	1-1-2020 to 12-31-2020	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
8	1-1-2021 to 12-31-2021	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
9	1-1-2022 to 12-31-2022	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
10	1-1-2023 to 12-31-2023	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
11	1-1-2024 to 12-31-2024	$237,357 per year	To be determined	$237,357 ($315,948 with interest)

Year	Months in Term	Rent – (Recapture)[1]	Accrued Annual Interest	Total Annual Rent
12	1-1-2025 to 12-31-2025	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
13	1-1-2026 to 12-31-2026	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
14	1-1-2027 to 12-31-2027	$237,357 per year	To be determined	$237,357 ($315,948 with interest)
15	1-1-2028 to 12-31-2028	$237,357 per year	To be determined	$237,357 ($315,948 with interest)

1. See Development Agreement between the Town of Alpine and Melvin Brewing Company with the proposed revenue recapture plan for determination of rent to be charged in future years. Accrued interest based upon 3% annual rate is to be charged if less than the minimum 30 full time jobs are not created by Melvin Brewing by December 31, 2019.

2. Rent is to be paid annually. Annual rent is due on December 31st of the calendar year as listed in the lease table.

EXHIBIT 2 – LEGAL DESCRIPTION

MELVIN BREWERY PROPERTY

A tract of land lying in and being a portion of Lot 5 of Section 30, T37N, R118W, 6th P.M., Wyoming described as follows:

Commencing at the East Quarter Comer of said Section 30; thence along the East-West mid-section line of said Section 30 South 89°55' West a distance of 3,459.41 feet to the point of beginning;

thence North 0°07' West a distance of 118.57 feet; thence North 42°20' East a distance of 541.10 feet; thence South 49°37' East a distance of617.38 feet to the East Boundary of said Lot 5;

thence along said East Boundary South 0°07' East a distance of 117.36 feet to the Southeast Comer of said Lot 5;

thence along the South Boundary of said Lot 5, coinciding with the said East-West mid-section line of Section 30, South 89°55' West a distance of 834.67 feet to the point of beginning.

EXHIBIT 3 -- ILLUSTRATIVE MAP OF PROPERTY

See attached Exhibit 3 Map

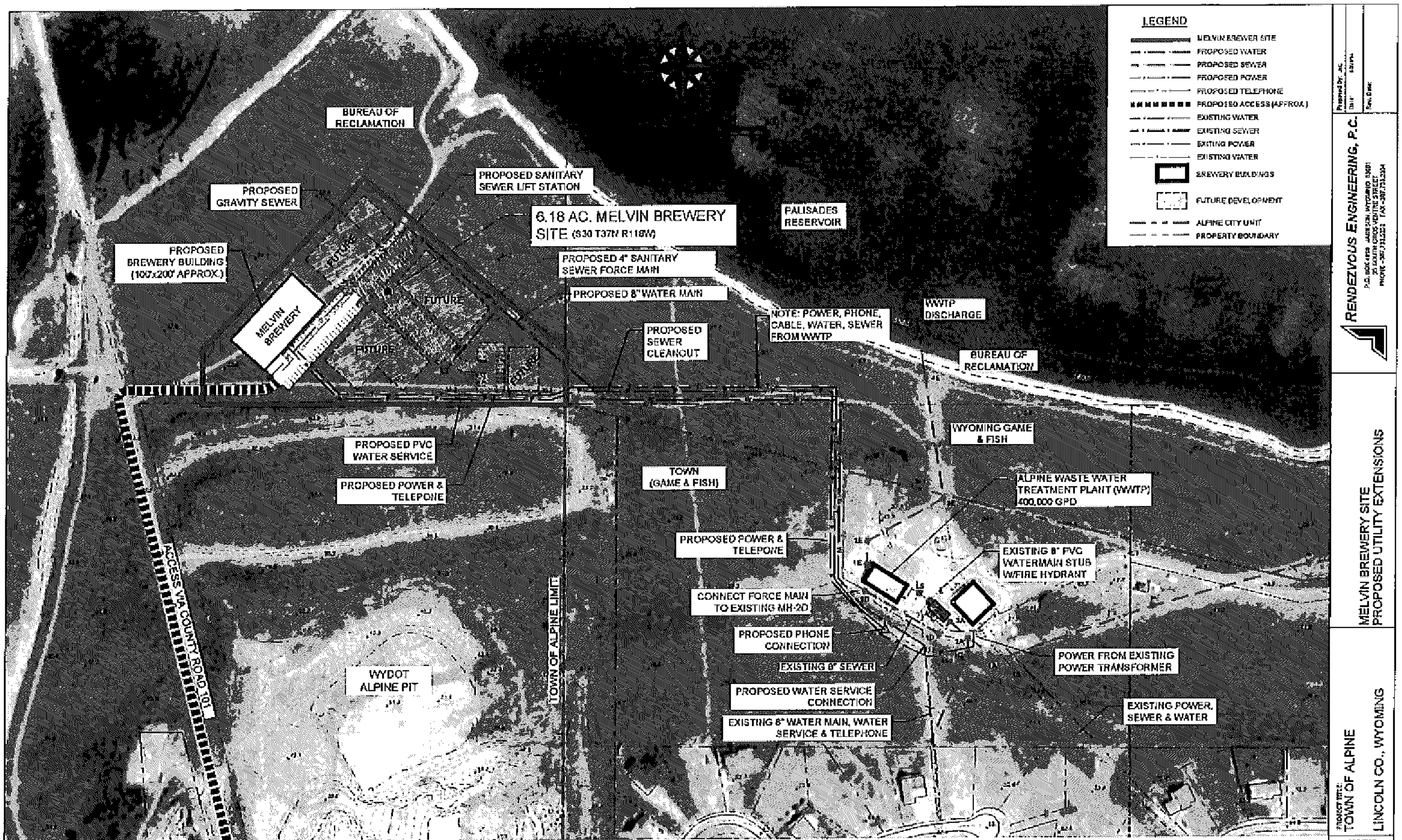
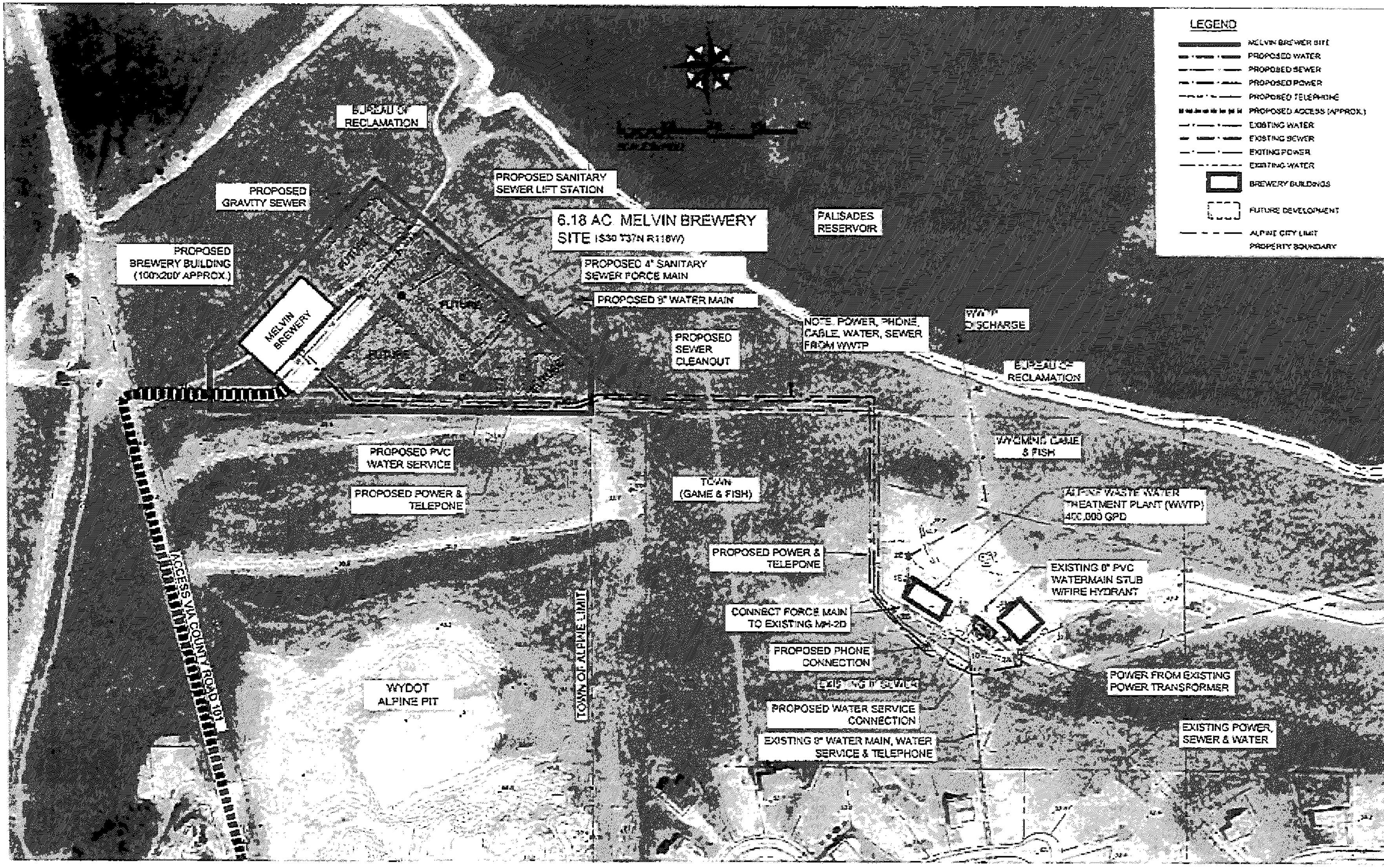


EXHIBIT 3 -- ILLUSTRATIVE SITE MAP

EXHIBIT 4 – PLANS AND SPECIFICATIONS FOR BREWERY BUILDING

(to be added upon completion of project design)



RENDEZVOUS ENGINEERING, P.C.

MELVIN BREWERY SITE
PROPOSED UTILITY EXTENSIONS

TOWN OF ALPINE
LINCOLN CO., WYOMING

14-001

EXHIBIT 3 -- ILLUSTRATIVE SITE MAP

ADDENDUM

TO

JULY 14, 2014 LEASE AGREEMENT WITH OPTION TO PURCHASE

TOWN OF ALPINE- Landlord

MELVIN BREWING COMPANY-Tenant

FOR

REAL PROPERTY LOCATED IN
NW ¼ of Section 30, T37N, Ri 18W
LINCOLN COUNTY, WYOMING

AUGUST 5, 2015

This is an Addendum to the Lease Agreement originally made and entered into on July 14, 2014, between the Town of Alpine, a municipality organized and existing under the laws of the State of Wyoming, with its office located at 250 River Circle, Alpine, Wyoming, referred to as the "Landlord" and Melvin Brewing Company, a Wyoming Corporation organized and existing under the laws of the State of Wyoming, with its principal office at P.O. Box 2061; 75 East Pearl Street; Jackson, Wyoming, referred to as the "Tenant".

DESCRIPTION OF PREMISE

The Landlord leases to the Tenant certain lands, building and improvements located adjacent to the Town of Alpine in Lincoln County, Wyoming located on a 6.18 acre site in the NW¼ of Section 30, T37N, R118W, Lincoln County, Wyoming ("Project Site").

TERM

The term of this lease shall be for fifteen years from the Tenants Date of Occupancy.

AMENDMENT TO USE OF PREMISE

The demised lands, easements benefiting the same and improvements on the land shall be for the use of the Tenant, its agents, servants and invitees for the lawful purpose of operating a beer brewing and bottling facility

In addition to the above mentioned Use of Premise, through his Addendum, the Landlord hereby permits the Tenant, its agents, servants and invitees for the lawful purpose to sell alcoholic or malt beverages at the Project Site. This Addendum shall remain in effect throughout the Term of the Lease Agreement.

In witness, this Addendum is executed at Alpine, Wyoming as of the 5th day of August, 2015.

LANDLORD: Town of Alpine, a Wyoming Municipality

KENNIS LUTZ, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing Lease Agreement Addendum was acknowledged before me by Kennis Lutz, in his capacity as Mayor of the Town of Alpine, a Wyoming municipality, this 5th day of August 2015.

SHARON L. BACKUS – NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires August 13, 20 17

Sharon L Backus
Notary Public
My Commission expires August 13, 2017

ADDENDUM 2

TO

JULY 14, 2014 LEASE AGREEMENT WITH OPTION TO PURCHASE

TOWN OF ALPINE- Landlord

MELVIN BREWING COMPANY-Tenant

FOR

REAL PROPERTY LOCATED IN
NW ¼ of Section 30, T37N, Ri 18W
LINCOLN COUNTY, WYOMING

AUGUST 10, 2015

This is an Addendum to the Lease Agreement originally made and entered into on July 14, 2014, between the Town of Alpine, a municipality organized and existing under the laws of the State of Wyoming, with its office located at 250 River Circle, Alpine, Wyoming, referred to as the "Landlord" and Melvin Brewing Company, a Wyoming Corporation organized and existing under the laws of the State of Wyoming, with its principal office at P.O. Box 2061; 75 East Pearl Street; Jackson, Wyoming, referred to as the "Tenant".

DESCRIPTION OF PREMISE

The Landlord leases to the Tenant certain lands, building and improvements located adjacent to the Town of Alpine in Lincoln County, Wyoming located on a 6.18 acre site in the NW¼ of Section 30, T37N, R118W, Lincoln County, Wyoming ("Project Site").

The address of the Premises is 624 Country Road 101, Lincoln County, Alpine, WY 83128.

In witness, this Addendum is executed at Alpine, Wyoming as of the 10th day of August, 2015.

LANDLORD: Town of Alpine, a Wyoming Municipality

KENNIS LUTZ, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing Lease Agreement Addendum was acknowledged before me by Kennis Lutz, in his capacity as Mayor of the Town of Alpine, a Wyoming municipality, this 10th day of August 2015.

SHARON L. BACKUS – NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires August 13, 2017

Sharon L Backus
Notary Public
My Commission expires August 13, 2017

LEASE AGREEMENT
WITH OPTION TO PURCHASE
ADDENDA #3

TOWN OF ALPINE - Landlord

MELVIN BREWING COMPANY –Tenant

FOR

REAL PROPERTY LOCATED IN
NW ¼ of Section 30, T37N, R118W
LINCOLN COUNTY, WYOMING

AUGUST 2018

WM KE

Table of Contents (***revised***)

VM

LEASE AGREEMENT
OPTION TO PURCHASE
ADDENDA No. 3

TOWN OF ALPINE/LANDLORD
MELVIN BREWING COMPANY/TENANT

THIS 26 DAY OF August, 2018, PURSUANT TO Section 35 of the *Lease Agreement with Option to Purchase* (hereinafter, "Lease Agreement"), between the Town of Alpine, a Wyoming municipal corporation (hereinafter, "Landlord" or "Town") and Melvin Brewing Company, a Wyoming corporation (hereinafter, "Tenant" or "Melvin"), and in consideration of the mutual promises hereinafter made by the Parties, and subject to the general approval of the Wyoming Business Council (hereinafter, WBC), the following sections of said Lease Agreement shall be amended or modified to read as follows:

1) Change Section 1.1, page 3 to read as follows:

SECTION 1.1 - SOURCE OF FUNDS FOR CONSTRUCTION, COST OF CONSTRUCTION AND LIMIT OF LIABILITY OF LANDLORD FOR CONSTRUCTION, BUILDER'S RISK INSURANCE

Landlord and Tenant agree that there will be multiple sources of funds for the construction of the building and improvements on the lands described in Exhibit 2. The first source is a Grant in the sum of $2,950,000 from the Wyoming Business Council ("WBC") to the Landlord for use by the Landlord to build a 20,000 +/- square foot structure to house a brewing and bottling facility and extend water, sewer, power, communications and access road to the site suitable to Tenant's use.

Additional non-eligible funds in the amount of $830,000.00 will be provided to Tenant as a loan from a commercial bank which will be guaranteed by the Small Business Administration to for the purchase of equipment to be used in the brewery operation. The Tenant will also provide funding from equity investors in the amount of approximately $2,000,000 for use in the procurement of additional equipment and for operating capital related to the brewery operation.

The Wyoming Business Council grant requires a 10% match for the first $1,500,000 of grant funds and 30% match for grant funds over $1,500,000, a total of $585,000. It is recognized that the contribution of the land under and immediately adjacent to the building as shown in Exhibit 3 will be used as a portion of the match required by the grant. Additional in-kind matching for the WBC grant will be provided in the amount of 36 additional future sewer taps at $8,600 per tap, a value of $309,600. Reimbursement for the additional in-kind taps will be provided by Tenant to the Landlord in accordance with the terms set forth in the Development Agreement between the parties.

2) Change Section 2, page 4 to read as follows:

SECTION 2 - TERM; RENT

The term of this lease shall be for thirteen (13) years commencing on the first day of the month following the month in which substantial completion, as defined in Section 25 hereof, is achieved

WS.~

which date shall be referred to as the "date of occupancy" (i.e., January 1, 2016). The rent (also referred to as recapture payments) to be paid by the Tenant to the Landlord from the date of occupancy is listed in modified Exhibit 1. The non-interest portions of the rent paid by the Tenant will be credited toward the recapture payments as outlined in the Development Agreement between Landlord and Tenant (See Revised Development Agreement). Late payments shall be subject to a fixed late fee of $100 plus 1% per month or partial month from the date the rent is due. Rent shall be paid on the due date specified. Rent shall be considered to be late if paid more than 10 days following the specified due date.

2) Change Section 2.1, page 4 to read as follows:

SECTION 2.1 – FUTURE PURCHASE OPTION

(a). The Tenant, or its assigns, shall have the option to purchase the project site, including any and all improvements then situate thereon at any time after the execution of this Addenda No. 3 to the Lease Agreement. The purchase price shall be calculated as follows: The amount of the final BRC Business Committed Program grant (hereinafter "the Grant"), less the cost of the off-site utility extensions, less the total amount previously recaptured by the Landlord as of the date of the sale.

(b). Tenant shall provide written notice of intent to exercise the option to purchase to the Landlord at least ninety (90) days prior to the date the Tenant is prepared to close on the purchase, or at least ninety (90) days prior to the end of the term of the Lease as defined in Section 2 of the Lease Agreement. Closing shall be held within one hundred and fifty (150) days of the notice of intent to exercise. Provided that all outstanding costs and obligations have been settled, including the purchase of all other outstanding ERUs, Landlord shall convey the premises to Tenant subject only to taxes and assessments. Provided that the Tenant has obtained the proper releases of liens, subrogation agreements, or obligations against the premises, the Landlord shall provide marketable title to the real property in the form of a warranty deed as evidenced by an owner's policy of title insurance in the form normally provided in Lincoln County, Wyoming. In the event of sale pursuant to this option, included with the property are the fixtures and equipment attached to the real property in which the Landlord has a security or ownership interest, including all fixtures and equipment installed by Tenant, and normally included in the sale of a commercial or manufacturing facility.

(c.) In the event that the Tenant assigns the option to purchase, or assigns the Lease Agreement to a third party, then the third party shall have twenty-one (21) days from the date of the assignment from the Tenant to the Assignee, to provide the Landlord with written notice of the assignment of the option to purchase or the Lease Agreement. The Assignee shall have forty-two (42) days from the date of the notice of assignment of the option to purchase or the Lease Agreement to purchase the real property and improvements from the Landlord pursuant to Section 2.1 (a) above.

(d). Subject to the approval of the Landlord, Tenant or said Assignee bank or lending institution shall have the right to sell any purchased ERUs obtained, subject to terms and conditions reasonably agreed to by the Town.

WBr

3) Change the first two paragraphs of Section 4, page 5 to read as follows:

SECTION 4 – UTILITIES

The Landlord shall as a part of the proposed improvements extend water, sewer, power and communications utilities to the property described in Exhibit 2 in sufficient capacity and quality to accommodate Tenant's use at maximum production as contemplated in Section 1. The water and sewer utilities shall be owned and operated by the Landlord as part of its public utility system. Power and communications extensions shall be owned by the Landlord and operated by the local service providers. The Landlord shall also install wastewater pre-treatment facilities as required by ordinances adopted by Landlord to insure safe and adequate operation of the Town's wastewater treatment facility. All costs for the day-to-day operation of the pretreatment facilities shall be borne by the Tenant. All other costs for any additional pretreatment equipment required by Town ordinances or to reduce wastewater surcharges shall be borne by the Tenant

Tenant shall obtain, in its name, all utility services required on the demised premises, including gas, electricity, telephone, fiber optic or cable communications, water, and sewer. Tenant shall pay all charges for those services as they become due. If Tenant fails to pay any such charges, Landlord may elect to pay them and the charges plus fees and interest will then be added to the rental installment next due.

4) Change Section 7, page 6 to read as follows:

SECTION 7 – ASSIGNMENT OR SUBLETTING

Tenant shall not assign this lease or sublet the premises or any part thereof without the prior written approval of the Landlord. Notwithstanding the foregoing, Landlord agrees that Tenant may assign or otherwise encumber its interest in the Lease and the project site in favor of one or more lenders to secure credit extended to Tenant to finance working capital, capital improvements and other business purposes specifically related to Melvin Brewing in Alpine Wyoming. Landlord agrees that any such lender may succeed to all of Tenant's rights under the Lease, including the right to exercise the option to purchase provided for in Section 2.1 of the Lease; provided, however, that no lender shall have any obligation to satisfy any of Tenant's conditions to as a condition to its right to exercise the option to purchase. Any such lender shall have the right, subject to Landlord's approval (which shall not be unreasonably withheld), to sell the purchased unused ERUs according to terms and conditions reasonably agreed to by the Town. Landlord agrees to enter into an amendment of the Lease reasonably requested by any such lender in connection with such an encumbrance of Tenant's leasehold interest.

5) See attached revised Exhibit 1, Lease Table.

6) See attached revised Exhibit 3, Illustrative Map of Property

7) See Record Information on File with the Town of Alpine for Exhibit 4, Plans and Specifications for Brewery Building

WSA

THE ADDENDUM, AMENDMENTS AND MODIFICATIONS AS WRITTEN ABOVE SHALL ONLY MODIFY OR AMENDED THE SPECIFIC SECTIONS OF THE LEASE AGREEMENT REFERRED TO ABOVE – ALL OTHER PROVISIONS NOT HERETOFORE AMENDED OR MODIFIED BY THIS AGREEMENT SHALL REMAIN UNCHANGED.

In witness, each party to this Addendum has caused it to be executed at Alpine, Wyoming as of the 28 day of August, 2018.

LANDLORD: Town of Alpine, a Wyoming Municipality

KENNIS LUTZ, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing Lease Addendum was acknowledged before me by Kennis Lutz, in his capacity as Mayor of the Town of Alpine, a Wyoming municipality pursuant to a duly adopted resolution by the Alpine Town Council, this 28th day of August, 2018

SHARON L. BACKUS – NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires August 13, 20__

Notary Public
My commission expires: August 13, 2021

WSN

TENANT: Melvin Brewing Company, a Wyoming Corporation

William Morrow, Co-Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF __________)

The foregoing Lease Addendum was acknowledged before me by William Morrow, in his capacity as Co-Managing Member of Melvin Brewing Company, this 28th day of August, 2018

WITNESS my hand and official seal.

SHARON L. BACKUS – NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires August 13, 2021

Notary Public
My commission expires: August 13, 2021

WBM

EXHIBIT 1. Melvin Brewing Lease Table/Recapture Payments- Revised 3-19-2018

Fiscal Year	Payment Date / Future Due Date	Recapture Payment Amount	Cumulative Payment	Recapture Balance, No Interest	Years From Start	Time Period, Years	Interest for Period	Recapture Balance, with Interest	Cumulative Interest
2017	8/16/2016	$10,000	$10,000	$2,536,888	0.62	0.62	$47,695	$2,584,583	$47,695
	5/04/2017	$25,908	$35,908	$2,510,980	1.34	0.71	$55,407	$2,614,082	$103,102
2018	2/01/2018	$51,817	$87,725	$2,459,163	2.09	0.75	$58,616	$2,620,881	$161,718
2019	3/31/2019	$127,344	$215,069	$2,331,819	3.24	1.16	$91,058	$2,584,594	$252,776
2020	12/31/2019	$233,182	$448,251	$2,098,637	4.00	0.75	$58,379	$2,409,791	$311,155
2021	12/31/2020	$233,182	$681,433	$1,865,455	5.00	1.00	$72,442	$2,249,052	$383,597
2022	12/31/2021	$233,182	$914,615	$1,632,273	6.00	1.00	$67,425	$2,083,295	$451,022
2023	12/31/2022	$233,182	$1,147,797	$1,399,091	7.00	1.00	$62,456	$1,912,569	$513,478
2024	12/31/2023	$233,182	$1,380,979	$1,165,909	8.00	1.00	$57,338	$1,736,725	$570,816
2025	12/31/2024	$233,182	$1,614,161	$932,727	9.00	1.00	$52,209	$1,555,752	$623,025
2026	12/31/2025	$233,182	$1,847,342	$699,546	10.00	1.00	$46,641	$1,369,211	$669,665
2027	12/31/2026	$233,182	$2,080,524	$466,364	11.00	1.00	$41,048	$1,177,077	$710,714
2028	12/31/2027	$233,182	$2,313,706	$233,182	12.00	1.00	$35,288	$979,184	$746,002
2029	12/31/2028	$233,182	$2,546,888	$0	13.00	1.00	$29,436	$775,438	$775,438
		$2,546,888					**$775,438**		

Recapture Total	$2,546,888	
Paid to date	$87,725	
Current Balance	$2,459,163	(no interest)
Annual Rate	3%	
Start Date	1/1/2016	

Notes:

1)Recapture payment due date and amount revised at the request of Melvin Brewing.

2) Interest charges apply if less than 30 full time jobs are created after the first 5 years or by December 31, 2020.

3) Interest calculated from the lease start date shown above.

4) Recapture total is based upon actual amounts calculated at the project completion and represents the grant total minus the cost to extend utilities.

5) Melvin has the option to purchase the project site and improvements prior to the term of this schedule based upon the recapture balance at the time of the date of purchase without interest if the required jobs are created and with interest if the required job are not created at the time of the sale.

WBM

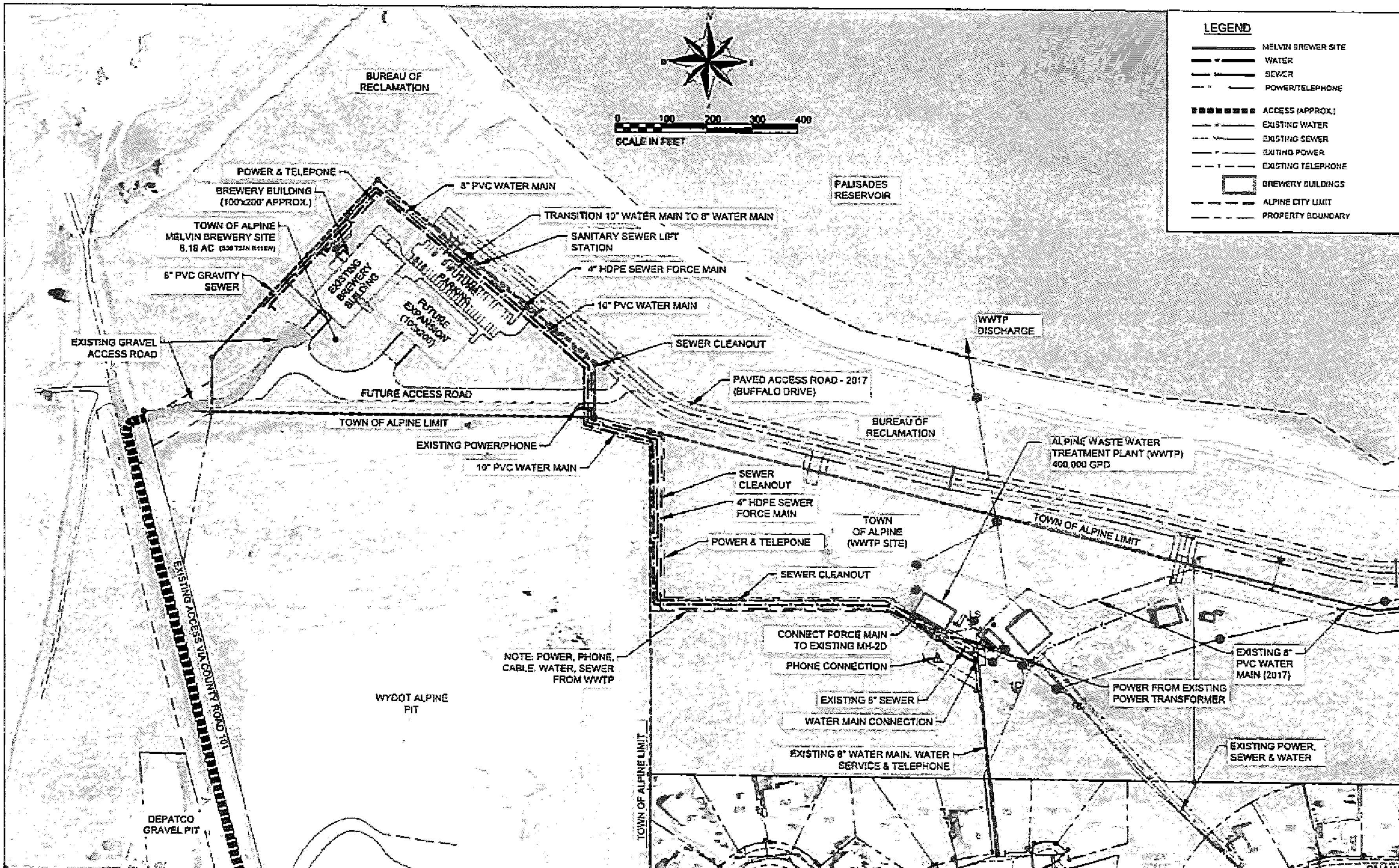


EXHIBIT 3
ADDENDUM NO. 3 TO
LEASE AGREEMENT

LOTS BASED ON LINCOLN COUNTY PARCELS GIS DATA CURRENT AS OF MAY 31, 2011
TOPOGRAPHY SEPT. 2009 AND AERIAL IMAGE GOOGLE EARTH 2014

RENDEZVOUS ENGINEERING, P.C.

DRAWING TITLE: MELVIN BREWERY SITE UTILITY EXTENSIONS 2017

PROJECT TITLE: TOWN OF ALPINE LINCOLN CO., WYOMING

PROJECT NUMBER: 16-006

DRAWING NUMBER: EXB 3

Exhibit 4 Plans and Specifications for Brewery Property
(See record information on file with the Town of Alpine)