Special Town Council Meeting

December 11, 2023
9:00 AM
Town Council Chambers

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: https://us02web.zoom.us/j/84164844553?pwd=LytZOWpQampTMjZGbFBFOUZldUNiZz09
If the link does not work, join at zoom.com with Webinar ID **841 6484 4553** Password: **83001**
or join by phone **+1 719 359 4580** with Webinar ID **841 6484 4553** and Password: **83001**

II. CALL TO ORDER AND ROLL CALL

III. DISCUSSION/ACTION ITEMS

A. Public Hearing for New Bar & Grill Liquor Licenses (Lynsey Lenamond)

IV. ADJOURN

Please note that at any point during the meeting, the Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

STAFF REPORT

Meeting Date:	December 11, 2023	**Meeting Title:**	Special Town Council
Submitting Department:	Town Clerk	**Presenter:**	Lynsey Lenamond
Agenda Item:	2023 Bar and Grill Liquor License Applications and Presentations	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is to consider the issuance of four available Bar and Grill Liquor Licenses and to notify Council of recently identified issues with the Town's catering permit processing, which will require updates to the process in coming months. The Town Council is the local liquor licensing authority with the ability to regulate liquor licenses within the corporate limits of the Town of Jackson.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing on all bar and grill applications before the Town Council. Additionally, staff presentation, public comment, Council discussion, and any voting will take place during this hearing on all applications. The procedure for this item is as follows:

1. The Mayor calls the Special Meeting to order.
2. The Mayor opens the public hearing.
3. The Mayor calls for the staff presentation on the applications.
4. The Mayor calls for applicant presentations.
5. The Mayor calls for any and all public comment, protest comment included.
6. The Mayor calls for Council discussion on whether Council will issue zero, one, two, three, or all four licenses.
7. The Mayor calls on each Councilmember to state their selections for each license, while simultaneously the Sr. Deputy Town Clerk will tally the rankings.
8. Council discussion proceeds with regard to the number of licenses it will issue and/or which applicants the licenses will be issued to, if any.
9. The Mayor calls for motion(s).
10. The Mayor calls for the vote(s).
11. The Mayor closes the public hearing.

Requested Action.
Staff requests that Council conduct the public hearing and consider the issuance of available Bar and Grill liquor licenses.

Recommendations.
Staff recommends Council:

1) Consider the applications presented and, due to the recently identified issues with the Town catering permit process which may affect the frequency of issuance of catering permits, not issue all available liquor licenses at this time.
2) Open a new application period for Bar and Grill licenses in April of 2024, giving frequent users of catering permits and other stakeholders the opportunity to understand the updates to the catering permit process, how it may affect their operations, and the opportunity to apply for a Bar and Grill license.

Background.

<u>General Background: State Law Updates and Receipt of New Bar and Grill Licenses</u>
The State of Wyoming made a variety of changes to the laws around Bar and Grill licenses recently, including making more available to cities, towns, and counties. Under the new scheme the Town received four new Bar and Grill liquor licenses

on July 1, 2023 and will receive an additional four on July 1, 2028. In anticipation of the additional 2023 licenses, on June 26, 2023, Council directed staff to advertise and accept applications for the new licenses. The application period was open from September 11 to September 22.

On July 1, 2028, the Town of Jackson will receive an additional four new Bar and Grill liquor licenses from the State.

Differences Between Bar and Grill Liquor Licenses vs. Restaurant Liquor Licenses

Gross Sales: Mandatory Maximum Percentages

The Bar and Grill statute has long had in place a mandatory gross sales split: A maximum of 40% of gross sales can come from alcohol and, at minimum, 60% had to come from food. This mandatory split remains in place with the recent changes, however, instead of limiting the source of gross sales for the 60% to food, the law now allows those gross sales to come from 1) food, or 2) entertainment, or 3) a combination of food and entertainment. With this change, Bar and Grill licensees are not required to serve food and may operate as a bar so long as at least 60% of their gross sales are satisfied through entertainment sales. Bar and Grill licensees (and Restaurants) are not allowed to count retail sales as part of their food service or entertainment sales. Based on guidance from the Wyoming Liquor Division, this means they cannot utilize the proceeds from the sale of clothing items, canned/jarred sauces, or other retail goods to meet their obligatory food or entertainment gross sales percentage.

General Restrictiveness of License

The Bar and Grill license is less restrictive than the Restaurant license. When the Bar and Grill liquor license was originally created at the state level, it was referred to as the "Applebees" type of license that allows for a bar inside a restaurant. Staff has provided below the state restrictions on Restaurant licenses along with Town requirements for Restaurants to indicate what is not allowed under the Restaurant license that would be allowed under a Bar and Grill license for consideration by Council.

Restaurant liquor licenses are more restrictive than Bar and Grill liquor licenses. Wyo. Stat. §12-4-410 stipulates:

> *(a) Except as provided in subsection (e) of this section, restaurant liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee. Except as provided in subsections (b) and (e) of this section, alcoholic or malt beverages shall be served for on-premises consumption only in dining areas which are adequately staffed and equipped for all food services offered by the restaurant.*
>
> *(b) Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in the licensed building in areas approved by the local licensing authority. No consumption of alcoholic or malt beverages shall be permitted within the dispensing areas nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing areas.*
>
> *(c) All sales of alcoholic and malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease or at the hours set pursuant to W.S. 12-5-101 if food sales and services extend beyond those hours.*
>
> *(d) No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge.*
>
> *(e) A restaurant liquor licensee may permit a patron to remove one (1) unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for*

the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of W.S. 31-5-235.

Additionally, regarding Restaurant liquor licenses, Wyo. Stat. §12-4-408 stipulates:

(a) An applicant for a restaurant liquor license shall satisfy the appropriate licensing authority that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages.

(b) When renewing a restaurant liquor license, the appropriate licensing authority shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months operation of a licensed restaurant be derived from food services.

The Town of Jackson has also added language to our Municipal Code to further define activities that are not allowed for a Restaurant licensee. Section 6.30.010 of the Jackson Municipal Code states:

A restaurant liquor licensee shall not promote or operate the restaurant as a bar or lounge.

A restaurant liquor license does not allow:

1. *Providing liquor service at dances, receptions, or other social gatherings.*
2. *Advertising as a bar or saloon in publications or signage.*
3. *Having a separate name for any room or area that denotes the availability of alcoholic or malt beverages.*
4. *Advertising special prices or promotions for sale of alcoholic beverages separate from meals, i.e. a "happy hour," unless the special price or promotion includes a qualifying restaurant meal.*
5. *Collecting a "cover charge" that includes the cost of any entertainment, live or television, unless such cover charge is part of and not separated from a package price which includes payment for a qualifying restaurant meal.*

Bar and Grill liquor licenses are much more flexible than Restaurant liquor licenses. Wyo. Stat. §12-4-413 stipulates:

(f) Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under this subsection. The following shall apply to sales of alcoholic and malt beverages:

(i) All sales of alcoholic and malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease or at the hours specified by W.S. 12-5-101(a) if food sales and services extend beyond the hours specified therein;

(ii) A bar and grill liquor licensee may permit a patron to remove one (1) partially consumed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the bar and grill premises. For purposes of this paragraph the term "full course meal" shall mean food which cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this paragraph shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this paragraph shall not be deemed an open container for purposes of W.S. 31-5-235.

(g) An applicant for a bar and grill liquor license shall satisfy the appropriate licensing authority that not less than sixty percent (60%) of revenue from the operation of the bar and grill to be licensed will be derived from food services, entertainment or a combination of food services and entertainment and not from the sale of alcoholic or malt beverages.

Some Restaurant licensees, wanting greater flexibility with their business operations, desire the less restrictive Bar and Grill license over their current Restaurant license.

The 2023 Bar and Grill Applications

The applications are attached to this staff report and each applicant will have 10 minutes for a presentation, followed by 5 minutes for questions from the Town Council. Staff originally received 9 applications but one applicant has since withdrawn. A brief summary of the elements of the remaining 8 applications received (current operations, proposed operations, and staff analysis) are noted below in the chart.

Bar and Grill Liquor License Application Summaries					
DBA	**Applicant**	**Location**	**Current License Held**	**Operations Plan for 60% Requirement**	**LDR/Building Code Issues**
Café Genevieve	135 E. Broadway LLC	135 E. Broadway	Restaurant	Food Service and Events	None
Jackson Hole Playhouse	Diamond G Theatrics LLC	145 W. Deloney	None - Consistently utilizes 24-Hr Catering Permits	Food Service, Dinner Theatre, musical shows and Events on site	None
Orsetto Italian Eatery	Il Ferraio LLC	161 Center St.	Restaurant	Food service, themed events, trivia, live music, and dancing	None
Yeah Buddy Pizza	JH Pizzeria LLC	20 W. Broadway	Restaurant	Food service, live music, DJs, and expanded bar service	None

Bar and Grill Liquor License Application Summaries					
DBA	**Applicant**	**Location**	**Current License Held**	**Operations Plan for 60% Requirement**	**LDR/Building Code Issues**
Kalu	Just Juice LLC	140 N. Cache St. Ste. C	Restaurant	Food service, themed events, trivia, live music, and dancing	None
Kampai	Kampai Holdings LLC	175 Center St.	Restaurant	Food service and events	None
Movieworks	Movieworks LLC	860 S. Hwy 89	Retail	Movies and concession	None
Kemo Sabe	Powder Keg Inc.	165 Center St. Unit 1	None - Consistently utilizes 24-Hr Catering Permits	Unique shopping experience through their VIP bar space, live music, DJs, and events	Change of Use permit required

Staff notes that should the Council choose to issue a Bar and Grill liquor license to Movieworks, their Retail license will be relinquished to the Town consistent with the condition applied to their 2021 Retail Liquor License, and the Town would then have one Retail license available. Should that occur, staff recommends direction from Council to not accept applications for that Retail license until such time as an application timeline is approved. Council may also provide direction to hold that license for specific needs the Town may have or to hold it for an indefinite period.

Call For Service (CFS) Data Since 2023

Staff provides information for Calls for Service compiled from the Police Department in the chart below for the period between January 1st and October 26th in relation to each applicant's business address. This data does not distinguish between incidents *within* the business and in the *vicinity* of the business. This information is provided to assist Council in review of the applications with respect to consistency with the Wyo. Stat. §§ 12-4-104(b) and 12-4-413(j) statutory factors.

Business	**Address**	**Incident Breakdown**
Il Ferraio LLC dba Orsetto	161 Center St.	0 CFS
JH Pizzeria LLC dba Yeah Buddy Pizza	20 W. Broadway	2 Disturbance; 1 Noise Disturbance
Just Juice LLC dba Kalu	140 N. Cache Ste. C	0 CFS
Kampai Holdings LLC dba Kampai	175 Center St.	0 CFS
Movieworks LLC dba Movieworks	860 S. Hwy 89	1 Disturbance; 1 Minor Under Influence
Powder Keg Inc dba Kemo Sabe	165 Center St. Ste. 1	0 CFS
135 E. Broadway LLC dba Café Genevieve	135 E. Broadway	0 CFS
Annie's Kitchen LLC dba Annie's Thai Kitchen	265 W. Broadway	0 CFS
Diamond G Theatrics LLC dba JH Playhouse	145 W. Deloney	0 CFS

Catering Permit Issue

After recent discussions with the Wyoming Liquor Division (WLD) regarding the Town's process and understanding of the issuance of 24-Hour Catering Permits, staff learned that there are several areas of compliance to be addressed.

Specifically, the WLD noted 1) the sale, serving, or giving away of alcohol under a Catering Permit must be performed by employees of the Retail or Resort liquor licensee or by the event organizer pursuant to a contract with the Licensee; 2) every person performing the sale, serving, or giving away of alcohol must have T.I.P.S. training, whether they are an employee of the Retail or Resort Licensee or the event organizer; and 3) catering permits cannot be used by an entity at a frequency such that they are effectively being used to operate a "continuing business." The WLD has not specified the number of permits that would raise the concern about operating a "continuing business.. The WLD reiterated to staff that the purpose of 24-hour catering permits is to allow the Retail or Resort license holder to host alcohol events not able to be held at their location, i.e., weddings, parties, or other events. The WLD also emphasized that 24-hour catering permits are not meant to be used to supplement the operation of other existing businesses. Several Retail licensees are aware of these compliance issues and have ceased applying for catering permits as a result.

In the coming months, the Town will conduct an educational meeting for all Retail and Resort licensees, as well as entities that frequently host events where catering permits are issued, to clarify statutes and compliance efforts that will be occurring. A representative from the WLD will be at the educational meeting to lead the discussion, answer any questions, and provide support for the Town of Jackson on these issues. In light of these forthcoming changes, staff believes there may be several more entities interested in applying for a Bar and Grill Liquor License as there will be fewer catering permits issued and event organizers/businesses may find it challenging to serve alcohol at their events. As a result, staff recommends Council not issue all of the Bar and Grill licenses at this public hearing.

Analysis & Key Policy Questions.

The Town Council must consider the following from Wyoming Statute § 12-4-104(b) regarding the issuance of a liquor license:

> *(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
>
> > *(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
> > *(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
> > *(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
> > *(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
> > *(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Additionally, the Town Council must consider the following from Wyoming Statute § 12-4-413(j) regarding the issuance of a Bar and Grill liquor license:

> > *(j) The appropriate licensing authority shall consider the type, level and appropriateness of food services and entertainment sales proposed in each application when determining whether to issue or renew a bar and grill license.*

The statute provides no further detail than this, thus Council determines, in its reasonable discretion, which applicant's proposed plans of operation satisfy the statutory requirement of 'entertainment.'

Key Question #1. Does the Council want to issue any Bar and Grill liquor licenses at this time?

As noted above, staff's recommendation is to NOT issue all of the Bar and Grill liquor licenses at this time and hold one or more licenses until after the education regarding 24 hour catering permits has concluded and renewals are completed in April, 2024 or a later date.

If the answer is yes, Council is able to select recipients of Bar and Grill liquor licenses utilizing the findings and motion language listed at the end of the staff report.

Possible Alternatives.

Council may choose to issue none, one, two, three, or all four of the available liquor licenses. If Council chooses not to issue all four available licenses, it can also direct staff to come back with a timeline for a new application period or to hold those licenses until further notice.

Council can consider conditions of approval as they see fit for any applicant.

Comprehensive Plan & Priority Alignment.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Continuing Town's function as the community's economic center is essential in its role as the community's central Complete Neighborhood. Town is home to the majority of the retail opportunities, jobs and basic facilities and services needed by our community and visitors. As the community's population center and central Complete Neighborhood, Town will continue to play this role into the future.

Fiscal Impact.

Upon approval, the prorated license fee of $3,164.70 per Bar and Grill license will be deposited into the Town's general fund. The license(s) will also generate an undetermined amount of sales tax revenue.

Staff Impact.

Staff have spent approximately 150 hours on this issue. Time has been spent building the application packets, working with and accepting the packets from applicants, preparing applications to be sent to the WLD, Town Council and appropriate Town departments for review, working with the WLD and the applicants to ensure the applications were complete with all of the needed information, preparing the schedule for the public hearing and the staff report for the hearing and discussion. The Administration, Personnel/Clerk, Legal, Planning and Building, Police, and Fire Departments have spent time reviewing the applications, addressing the catering permit issues as they might relate to Bar and Grill applications, reviewing the staff report, and reviewing presentation slides. Issuance of any additional licenses will have staff impact related to administrative time for renewals in the future and the potential for additional law enforcement contacts related to compliance.

Attachments or Links.

Applications.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Motion 1: If Council elects to issue one or more licenses, the following motions would be appropriate:

Having considered the Wyo. Stat. §12-4-104(b) and §12-4-413(j) statutory factors, I move to approve the issuance of a Bar and Grill liquor license to _____ for the current license year terminating March 31, 2024, subject to the following conditions of approval:

a. The Clerk shall not issue the liquor license until all required Town permits, licenses, and lease issues have been satisfied.
b. The Clerk shall not issue the liquor license until all corrections deemed necessary by staff and the Wyoming Liquor Division have been made.
c. The Clerk shall not issue the license until confirmation that these conditions of approval have been met within the timeframe set forth in Wyoming Statute §12-4-103(a)(iv).
d. The licensee shall not make any significant changes to the plan of operations presented in the application and approved at this meeting by Council without prior Council approval.
e. _____ (additional reasonable condition(s) required by Council).

Motion 2: If all available licenses are not issued, staff requests an additional motion:

I move to direct the Town Clerk's office to not accept any applications for Bar & Grill liquor licenses until so directed in the future by the Town Council, and further direct staff to come back to Council with a suggested timeline for a new application process for available Bar and Grill liquor licenses.

Motion 3: If the Town issues a Bar and Grill license to Movieworks, staff requests an additional motion:

I move to direct the Town Clerk's office to not accept any applications for a Retail liquor license until so directed in the future by the Town Council, and further direct staff to come back to Council with a suggested timeline for an application process for a Retail liquor license.

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees:
- Annual Fee: $ _____
- Prorated Fee: $ 3164.70
- Transfer Fee: $ _____
- Publishing Fee: $ 100.00

Date filed with clerk: 9 / 20 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 (Month) 12 (Day) 23 (Year) through 3 (Month) 31 (Day) 24 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: 135 E BROADWAY LLC

Trade/Business Name (dba): CAFE GENEVIENE

Building to be licensed/Building Address: 135 E BROADWAY AVE (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: PO BOX 3992 (P.O. Box or Number & Street)

JACKSON (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 732 1910 Fax Number: ( )

Business E-Mail Address: _____

FILING FOR
- ☒ **NEW LICENSE**
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF **JACKSON**
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED

Specify months of your operation: from JAN to DEC

Days of Week (e.g. Mon through Sat): from SUN to SAT

Hours of Operation (e.g. 10a - 2a): from 8AM to 3PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☒ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

   If Yes, please submit a copy of the lease and indicate: 9/4/2025

   (i) When the lease expires, located on page 1 paragraph 2 of lease.

   (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 4.A. of lease.
   (Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO

   If "YES", explain: _____

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5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

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6. **RESORT LICENSE:**

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

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7. **MICROBREWERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

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8. **WINERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
FREDERICK MARTIN PEIGHTAL	[redacted]	[redacted]	[redacted]	13	50	[redacted]	[redacted]
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 20th day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Frederick M Peightal	President
2)			
3)			
4)			
5)			
6)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Frederick (First Name) Martin (Full Middle Name) Peightal 3rd (Last Name)

[redacted] Male or Female

Date of Birth | Driver License: State / Number | Circle one

9/20/23
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 20th day of September, 2023.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 4/20

2023 Bar and Grill Liquor License Application
Business Information / Plan of Operation

Name of Applicant: 135 E BROADWAY LLC CAFE GENEVIEVE

Tell us about your business.
For established businesses:
When did your business open? 2010
Are you open year-round? If not, provide when and how long you are closed. 2 WEEKS IN NOVEMBER
Provide your annual sales tax payments for the last three years. 2022 = [redacted] 2021 = 2020 = [redacted] FIRE/COVID YEAR)
What is the percentage of your employees who live locally (including surrounding communities)? 100%
Provide the number of parking spaces your business has (excluding street parking). 0
Are you located near a bus stop or pathway system? YES
Have you been involved with community events or public service? Describe. SPONSORING YOUTH SPORTS, CENTER FOR THE ARTS, JACKSON HOLE HISTORICAL SOCIETY MUSEUM, OLD BILLS
For new businesses:
What is the projected opening date for your business?

Will you be open year-round? If not, provide when and how long you will be closed (off-season).
What are your total sales projections for the next 3 years? 1st year of operation = 2nd year of operation = 3rd year of operation =
Will you hire locally (including surrounding communities)?
Provide the number of parking spaces your business will have (excluding street parking).
Will you be located near a bus stop or pathway system?
What are your plans for community involvement or public service?

All Applicants.
Describe your company structure and leadership team. FRED PEIGHTAL > OWNERS DARCY PEIGHTAL JOSH GONSALVE - OWNER/CHEF

Describe the nature of your business and what products or entertainment will be provided including alcohol.

FULL SERVICE RESTAURANT SERVING FOOD, BEER, WINE AND SPIRITS.

Describe your target market.

LOCALS + TOURISTS

What is the official building capacity?

60 + 65 ON DECK

Describe frequent events or gatherings that will be held on your property.

WEDDING PARTIES, NON PROFITS, REGULAR SERVICE

You will be selling a high-addiction product; how will you be involved in the community to address that?

TIPS TRAINING FOR ALL STAFF SERVING ALCOHOL.

Describe the process for customers to order alcohol and how it is delivered.

ORDER FROM A SERVER AT THE TABLE OR DINING COUNTER. DRINKS THEN POURED AND DELIVERED

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

OUTDOOR DECK THAT IS FENCED

What is your plan to keep customers from leaving with open alcohol containers?

GUESTS MUST ENTER AND EXIT THROUGH THE FRONT DOOR WHERE THE HOST STAND IS LOCATED.

Prepared by:	FRED PEIGHTAL
Date:	9/20/23

Café Genevieve
Inspired Home Cooking
135 east broadway

Breakfast Served All Day

Two Egg Breakfast* 16
Cage Free Farm Fresh Eggs Any Style
Apple Wood Smoked Bacon, Canadian Bacon or Sausage
Wheat Toast, Homestyle Potatoes

Huevos con Chile Verde* 20
Housemade Green Chile, Sauce Refried Beans
Flour Tortilla, Corn Tortilla, Jack Cheese
Add Bacon, Chorizo, Canadian Bacon 3; Avocado 4

Eggs Benedict* 20
Canadian Bacon, Homestyle Potatoes

Cajun Eggs Benedict* 22
House Made Boudin Sausage
French Baguette, Homestyle Potatoes

Avocado Toast* 18
Two Eggs Any Style, Avocado, Cherry Tomato
Everything Seasoning, Homestyle Potatoes

Corned Beef Hash* 18
Two Eggs Any Style, Wheat Toast

Biscuits with Cajun Gravy* 18
Housemade Biscuit, Two Eggs Any Style

Cheesy Bacon Grits & Eggs* 17
Bacon, Pepper Jack Cheese, Scallions
Two Eggs Any Style, Wheat Toast

Belgian Waffle 15
Served with Pure Vermont Maple Syrup
Add Fresh Berries 5 Add Whipped Cream 1

Fried Chicken & Waffles 22
Leg, Thigh, and Wing, Pure Vermont Maple Syrup

Housemade Granola 15
Fresh Berries, Yogurt

Brunch Sides

Homestyle Potatoes 6
Fresh Berries 8
Cajun Boudin Sausage 10
Buffalo Link Sausage 10

Sausage Patty 7
Canadian Bacon 7
Apple Wood Smoked Bacon 9
Pig Candy 15

Lunch Served 10:30am-3pm

Pig Candy Salad 20
Mixed Greens, Tomato, Cucumber
Bleu Cheese, Candied Bacon, Balsamic Vinaigrette
Add Grilled Chicken 8 Avocado 4

Raw Veg Salad 18
Spinach, Cauliflower, Carrots, Snap Peas, Radish, Basil
Sesame seeds, Sesame Vinaigrette
Add Grilled Chicken 8 Avocado 4

Smoked Trout Salad 20
Arugula, Smoked Trout, Radish, Lemon Viniagrette
Add Avocado 4

Grilled Cheese & Tomato Soup 14
Wheat Bread, Basil, White Cheddar, House Tomato Soup
Add Bacon 3 Beefsteak Tomato 1.5 Avocado 4

Reuben 18
Braised Corned Beef, Swiss Cheese, Sauerkraut
Russian Dressing, House Potato Chips

Cheeseburger* 20
Mead Ranch Natural Beef, White Cheddar, Lettuce
Tomato, Onion, House Made French Fries
Add Bacon 3 Avocado 4 Fried Egg 2

Fried Chicken and Mac 24
Leg, Wing, Thigh and House Mac n Cheese

Pulled Pork Sandwich 18
Slow Cooked Pork, House Peach BBQ
Jalapeno Ranch Slaw, House Potato Chips

Lunch Sides

Housemade Fries 10
Spicy Fry Sauce
Game Chili 12
Sour Cream, Scallion

Pig Candy 15
Mac & Cheese 8
House Potato Chips 5
Tomato Soup 8

Housemade Desserts

Carrot Cake 12 Key Lime Cheesecake 12 Blackberry Cobbler 12

Executive Chef- Josh Governale Pastry Chef- Amy Oldis

20% Gratuity Added to Parties of Six or More - 1 Split Plate Charge - Max Split 4 ways

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

05.16.23

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4115

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

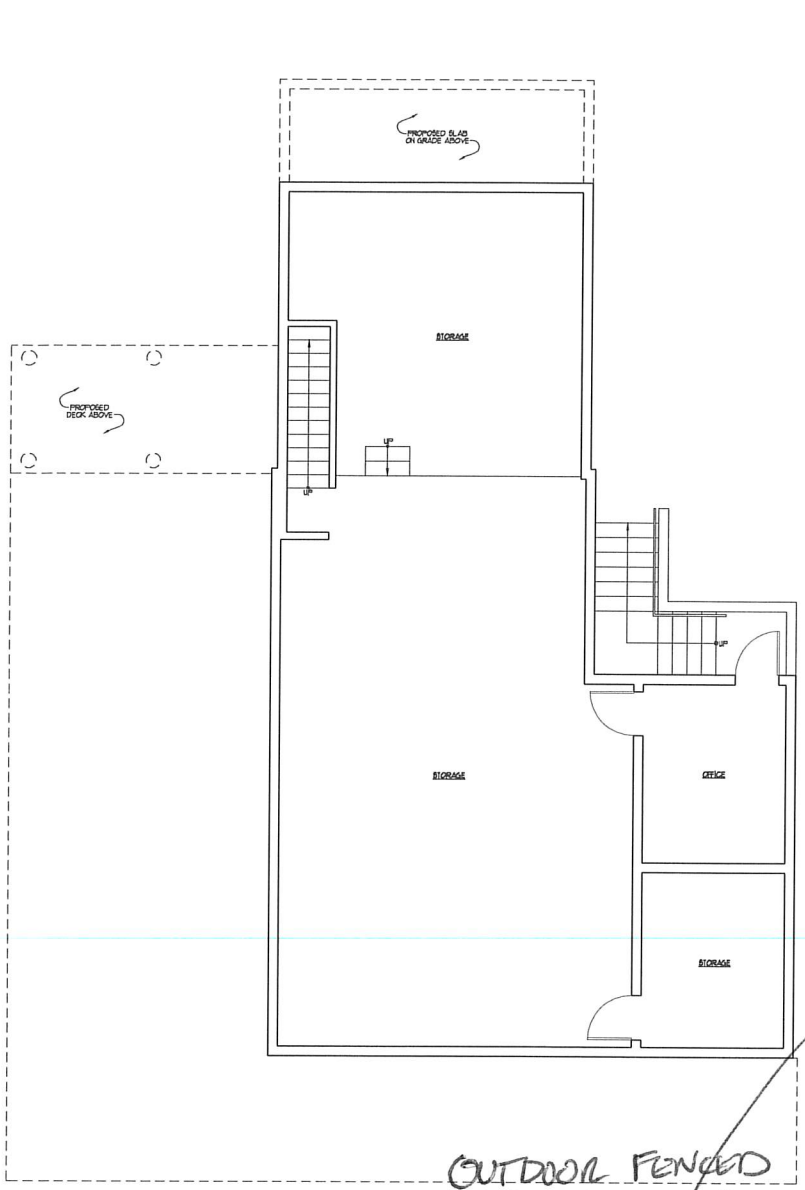
CAFE GENEVIEVE
135 E BROADWAY
JACKSON, WY 83001

135 E BROADWAY, LLC
135 E BROADWAY, LLC
PO BOX 3992
JACKSON, WY 83001

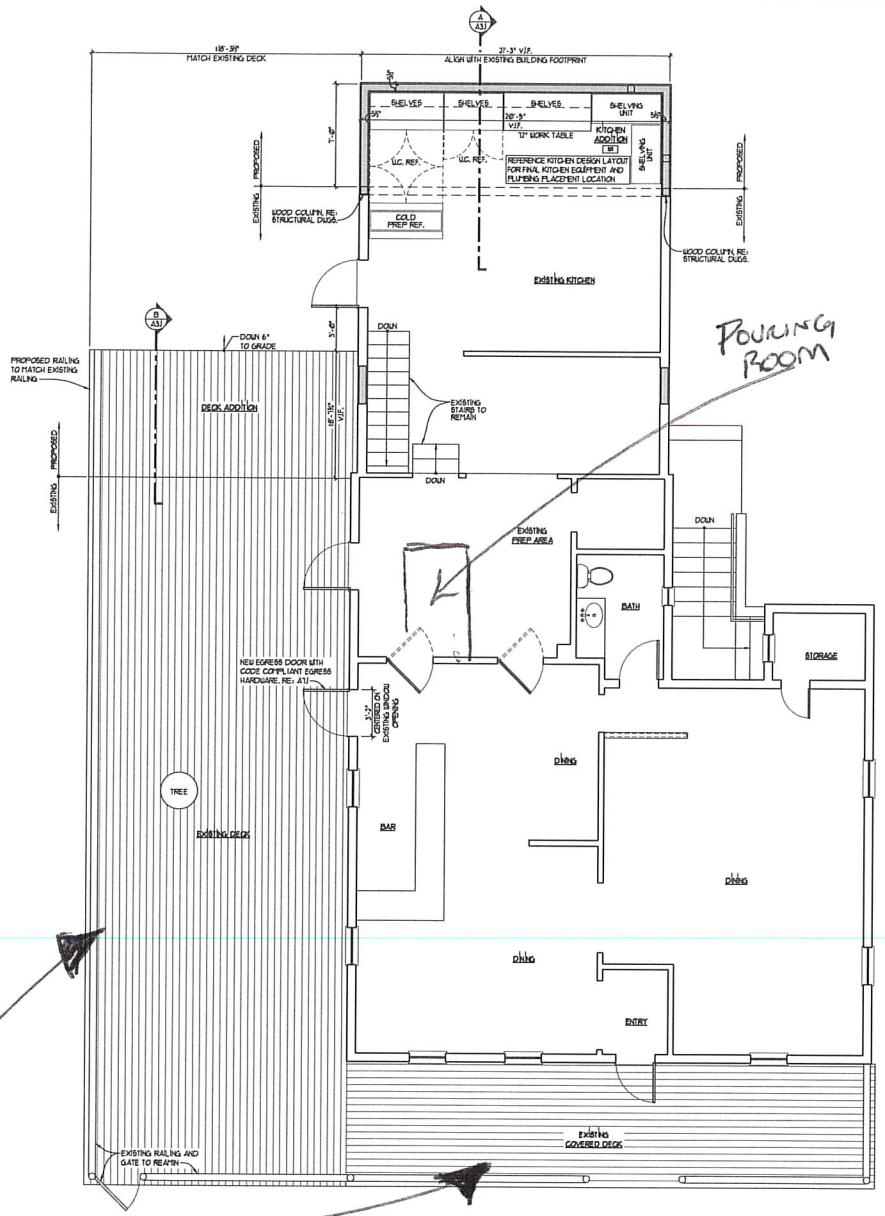
EXPIRATION DATE: 4/4/2024

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION



1 A2.1 BASEMENT PLAN
1/4" = 1'-0"



2 A2.1 FIRST FLOOR PLAN
1/4" = 1'-0"

FLOOR PLAN LEGEND

- BUILDING SECTION LETTER / SHEET NUMBER
- DETAIL NUMBER / SHEET NUMBER
- ROOM NAME / ROOM NUMBER
- DOOR NUMBER
- WINDOW NUMBER
- TEMPERED GLASS
- SCHEDULE REFERENCE
- INTERIOR ELEVATION
- REFERENCE ELEVATION
- CENTER LINE
- REVISION NUMBER
- REVISION NUMBER / SUPPLEMENTAL DWG. NO.
- SPOT ELEVATION

WALL LEGEND

- FRAMED WALL
- FIRE BARRIER WALL
- POURED CONCRETE WALL WITH FRAMED INTERIOR WALL
- POURED CONCRETE WALL
- EXISTING WALL
- EXISTING WALL TO BE REMOVED

CAFE GENEVIEVE ADDITION

135 EAST BROADWAY AVENUE
JACKSON, WYOMING

DUBBE MOULDER ARCHITECTS
1160 Alpine Lane, ste 2a
po box 9227
Jackson, wy 83002
(307) 733-9551
37 North First, East
po box 369
Dubois, wy 82422
(208) 354-0151

OWNERSHIP & USE OF DOCUMENTS
DRAWINGS & SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OR PURPOSE WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF DUBBE - MOULDER ARCHITECTS, P.C.

Drawing Title
BASEMENT PLAN AND FIRST FLOOR PLAN

Set Title: REVISED PERMIT SET

Set Title	Set Issue Date
PERMIT SET	SEPTEMBER 18, 2019
REVISED PERMIT SET	OCTOBER 30, 2019

Drawn By:
Checked By:
Plot Date: OCTOBER 30, 2019
Scale: 1/4" = 1'-0"
Project Number: 1933
Sheet Number: A2.1

September 9, 2023

First Interstate Bank

Re: Letter of Good Standing

To Whom it May Concern,

Please accept this letter as a proof of good standing for First Interstate Bank business client 135 E Broadway LLC. This client has maintained a positive balance in the account since it was first opened over seven years ago. The account is active and in good standing.

If you have any questions, please contact me directly at 307-732-7838.

Sincerely,

Danielle Kapcsos

Danielle Kapcsos

PRIVATE BANK OFFICER II

NMLS #1631469

O: 307-732-7838

802 W. Broadway

Jackson, WY 83001

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is entered into on the 4th day of September, 2020 (the "**Commencement Date**"), by and between The OLC LLC, a Wyoming limited liability company ("**Landlord**"), and 135 E. Broadway, LLC, a Wyoming limited liability company ("**Tenant**") (herein individually, a "**Party**," and collectively, "**Parties**").

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord upon the terms and conditions as hereinafter set forth, that certain commercial building, together with related access and parking (the "**Premises**") located at 135 E. Broadway Avenue, Jackson, Wyoming 83001 (the "**Property**"), subject to existing covenants, conditions, restrictions, easements and encumbrances effecting the same.

2. **TERM OF LEASE.**

A. Initial Term. The initial term of this Lease ("**Initial Term**") shall commence on the date first written above ("**Commencement Date**") and end on the fifth (5th) anniversary of the Commencement Date, unless otherwise extended or earlier terminated pursuant to the terms of this Lease. "**Lease Term**" means the Initial Term of this Lease and any validly exercised Extension Periods.

B. Option to Extend. Provided that Tenant is not in default hereunder past any applicable grace, notice or cure period at the time of exercising the option to extend or upon commencement of the applicable Extension Period, Tenant shall have the right and option to extend the Lease Term for two (2) successive additional periods of five (5) years each (each an "**Extension Period**"), by giving written notice to Landlord of the exercise of such option not earlier than twelve (12) months and not later than three (3) months before the expiration of the then current Lease Term. If any such option is duly exercised, the Lease Term shall be automatically extended for such Extension Period without the execution of any other or further document, and all terms, covenants, and conditions of this Lease shall continue in full force and effect during such Extension Period(s) except that the Base Rent for such Extension Period(s) shall be as established by Landlord and the Parties shall execute proper documentation confirming the Base Rent for such Extension Period(s).

3. **RENT.**

[redacted]

B. Payment of Base Rent. Base Rent shall be payable without notice, in advance, on the 4th day of each month during the Lease Term, at the Landlord's address set herein below, or at such other place as Landlord may designate in writing from time to time without any setoff or deduction whatsoever, subject to adjustment as set forth herein. If the Term begins on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, Base Rent for such beginning or ending month shall be prorated based upon the number of days in such month. All sums other than Base Rent due hereunder shall be "**Additional Rent**". The Base Rent and Additional Rent may sometimes be referred to herein collectively as the "**Rent**".

C. Adjustment to base rent. The base rent shall increase annually the first month of each lease year as follows:

[redacted]

[redacted]

4. **USE OF PREMISES.**

A. Use. Tenant shall use the Premises only for the purpose of operating a restaurant which use may include the sale of alcoholic and malt beverages on the Premises, so long as the sale of alcoholic and malt beverages is in accordance with all laws, ordinances, rules and regulations of the Town of Jackson and State of Wyoming, and all other governmental or quasi-governmental entities with jurisdiction over such matters ("**Permitted Use**"). The Premises shall be used for no other purpose without the prior written consent of Landlord. Use other than as permitted hereunder or failure to operate the Premises for the Permitted Use shall be a default of this Lease.

B. Limitation on Use. Tenant shall not use or occupy the Premises, or permit the use or occupancy of the Premises, in any manner or for any purpose which: (a) would violate any law or regulation of any governmental authority, or the provisions of any applicable governmental permit; (b) would violate the terms of or constitute a default under any covenants or restrictions now or hereafter adopted or recorded with respect to the Premises; or (c) would constitute waste or otherwise materially and adversely affect the value of the Premises.

C. Compliance with Permits. Tenant covenants throughout the Term of this Lease, at Tenant's sole cost and expense, to promptly comply with all the laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal and appropriate departments, commissions, boards and officers thereof applicable to its Permitted Use. Failure by Tenant to pay any tax, fee or to otherwise fully comply with all the laws and ordinances and the orders, rules, regulations and requirements of all federal, state, and municipal and appropriate departments, commissions, boards and officers thereof, after applicable notice and cure period specified herein, shall be a default hereunder. In the event a special use permit or any other sort or form of licensing approval is required by any governmental entity for Tenant's Permitted Use of the Premises as described herein, then Tenant shall have full responsibility for applying for and paying all fees and charges involved with any such permit or approval, and failure to obtain any such license or approval shall be a default hereunder.

D. Environmental Covenants. Tenant does not intend to, and Tenant will not, nor will Tenant allow any other person during the term of this Lease to, manufacture, process, store, distribute, use, discharge or dispose of any Hazardous Materials in, under or on the Premises, Property, or any property adjacent thereto, except in compliance with all Environmental Laws. Tenant shall notify Landlord promptly in the event of any spill or release of Hazardous Materials into, on, or onto the Premises, Property, or the surrounding areas, regardless of the source of spill or release, whenever Tenant knows or suspects that such a release has occurred. Tenant shall, upon twentyfour (24) hour prior notice by Landlord, permit Landlord or Landlord's agent access to the Premises to conduct an environmental site assessment with respect to the Premises. In the event the results of the environmental site assessment disclose the violation of an Environmental Law, then the cost of such environmental site assessment shall be borne by Tenant in addition to the costs for which Tenant is responsible under this Lease. "Hazardous Materials" means wastes, substances, mixtures, pollutants, contaminants, or other materials which are defined or classified by any Environmental Law as hazardous, toxic, or radioactive, including, whether or not so defined, petroleum and natural gas products, polychlorinated biphenyls, radioactive materials, urea formaldehyde foam insulation and asbestos containing materials. "Environmental Laws" means all present and future federal, state, or local statutes, ordinances, regulations, rules, guidelines, decisions or orders governing the

generation, storage, release, discharge, transportation, removal, remediation, reduction, or disposal of hazardous, or toxic materials.

(i) Indemnity. Tenant for itself and its successors and assigns undertakes to protect, indemnify, save and defend Landlord, its agents, employees, trustees, beneficiaries, affiliates, consultants, independent contractors, successors and assigns (collectively the "**Indemnitees**") harmless from any and all liability, loss, damage and expense, including reasonable attorneys' fees, claims, suits, and judgments and Landlord or any other Indemnitee, whether as Landlord or otherwise, may suffer as a result of, or with respect to: (a) the violation by Tenant or Tenant's agents, employees, invitees, licenses or contractors of any Environmental Law; (b) any spill or release of, or the presence of, any Hazardous Materials affecting the Premises, Property, and/or the surrounding areas to the extent caused by Tenant or Tenant's agents, employees, invitees, licensees or contractors;

(ii) Remedial Acts. In the event of any spill or release of or the presence of any Hazardous Material affecting the Premises, Property, and/or the surrounding areas caused by Tenant, its employees, agents, invitees, licensees, or contractors and/or if Tenant shall fail to comply with any of the requirements of any Environmental Law, Landlord may, without notice to Tenant, at its election, but without obligation so to do, give such notices and/or cause such work to be performed and/or take any and all other actions as Landlord shall deem necessary or advisable in order to remedy said spill or release of Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, for each month or fractional month from the date due until paid, shall be reimbursed to Landlord by Tenant upon demand therefor.

5. PAYMENT OF TAXES AND ASSESSMENTS.

A. Special Provision for Real Estate Taxes. Tenant covenants and agrees to pay directly to the appropriate governmental authority, before any fine, penalty, interest or costs may be added thereto, all general and special real estate taxes which are assessed, imposed, or which may otherwise become a lien upon the Property or the contents or become payable during the term of this lease, *provided, however,* that if by law any such taxes are payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid principal balance of such taxes), Tenant may arrange to pay the same (and any accrued interest of the unpaid balance of such taxes) in installments as the same respectively become due, and before any fine, penalty, interest or cost may added thereto for the non-payment of any such installment and interest. Any such taxes falling due during the year of termination of the Term of this Lease shall be apportioned between Landlord and Tenant as of the date of said termination.

B. All Other Taxes and Assessments. Additionally, Tenant covenants and agrees to pay, or cause to have paid, before any fine, penalty, interest or costs may be added thereto, all personal property taxes, assessments, and charges levied and other governmental charges (which are referred to as "taxes") which are assessed, imposed, or which may otherwise become a lien upon the Property or the contents or become payable during the term of this lease, and also to pay, or cause to have paid, before any fine, penalty, interest or costs may be added thereto, all employment, withholding, unemployment, workers compensation, income, sales or any other license, fee or tax resulting from the operations of Tenant, which are assessed, imposed, or which may otherwise become a lien upon the Property or the contents or become payable during the term of this lease, *provided, however,* that if by law any such taxes are payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid principal balance of such taxes), Tenant may pay any sums it may be responsible for (and any accrued interest of the unpaid balance of such taxes) in installments as the same respectively become due, and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest.

C. Default and Right to Cure. In the event that Landlord determines that Tenant has failed to pay, or cause to be paid, any tax or assessment described herein, Landlord may give notice of default pursuant to the terms of this Lease. In the event of such a default, Landlord has the right but not the obligation to pay the tax or assessment and notify Tenant of the payment(s) made on Tenant's behalf, and Tenant agrees that, upon notification of Landlord's payment, Tenant shall reimburse Landlord in full for all such payments pursuant to this Section within five (5) business days of Tenant's receipt of Landlord's notice to Tenant of the amount of the tax and Landlord's payment thereof.

6. MAINTENANCE AND REPAIRS. Subject to the provisions of Section 13 (Condemnation) and Section 14 (Damage or Destruction), Tenant shall, at Tenant's sole expense, keep the Premises and every part thereof (including, without limitation, the roof and structural elements of the Premises, all electrical, plumbing, water, wiring, sewer and life safety systems of the Premises, and the parking areas, driveways, sidewalks and landscaping areas of the Premises) clean and in good condition and repair and in compliance with all applicable laws and regulations at all times during the Lease Term. Tenant shall further maintain and repair all air conditioning and air cooling systems, heating apparatus, boilers and machinery used in connection with the operation of the Premises, as well as the Personal Property. Tenant shall keep the inside and outside of the Premises painted and in clean condition and repair all broken plate glass, glass and show windows. Except as specifically provided herein, Landlord shall have no obligation to modify, alter, remodel, improve, maintain or repair the Premises or any part thereof, or the Personal Property. Tenant shall be responsible for any remedial obligations on the Premises under or imposed by Tenant or Landlord's insurance company or the ADA, or any state or local government equivalent thereof arising from non-compliance after the date of this Lease. If Tenant refuses or neglects to make repairs and/or maintain the Premises or any part thereof, or the Personal Property, in a manner reasonably satisfactory to Land lord, Landlord shall have the right, but not the obligation, upon giving Tenant notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, Tenant agrees to pay to Landlord, as Additional Rent hereunder, within ten (10) days after the date Landlord mails to Tenant a statement therefor, the costs incurred by Landlord in performing such work.

7. INSURANCE. During the term of this lease, Tenant, at its cost and expense and for the mutual benefit of Landlord and Tenant, shall carry and maintain the following types of insurance in the amounts specified:

A. Property Insurance with Liability Coverage, Rental Income Insurance and Boilermaker Coverage. Tenant shall keep all improvements located on or pertinent to the Premises insured against loss or damage by fire and such other perils as are now or hereafter included in the standard "all risk" policy in common use for commercial structures, including vandalism and malicious mischief, and also carry liability coverage on this policy. The amount of the all risk insurance shall be sufficient to prevent either Landlord or Tenant from becoming a co-insurer under provisions of the policy, but in no event shall the amount be less than 100% of the then actual replacement cost. Landlord may, on each anniversary date of this lease, request the carrier of the insurance (or the agent of the carrier) to determine the amount of the insurance required by the provisions of this subsection, and the resulting determination shall be conclusive between the Parties. Upon Landlord's request, Tenant shall include the holder of any mortgage encumbering the Property by virtue of a standard mortgagees clause to the extent of that mortgage interest. Tenant shall obtain rental income insurance in the name of Landlord in an amount sufficient to cover the full annual rent as well as all other payments which are the responsibility of the Tenant under the terms and conditions of this Lease. Further, Tenant shall provide a separate policy covering boilermaker explosion, together with rental income insurance resulting from boiler explosion. To ensure that the Premises and Tenant's rental obligation are insured as provided herein, Landlord shall have the right to investigate Tenant's compliance with this subsection and if necessary to purchase the insurance required by this subsection in Landlord's name and forward to Tenant a bill for the premium of such insurance. Tenant shall pay said bill within five (5) business days after receipt, and the amount of any such billing shall become Additional Rent hereunder.

B. Comprehensive General Combined Liability Insurance. Tenant shall at all times keep in force a comprehensive general combined liability insurance policy providing protection of at least Two Million Dollars ($2,000,000.00) combined single limit against claims and liability for personal injury, bodily injury, death and property damage arising from the use, ownership, maintenance, misuse of condition of the Premises or Property, any improvements located on or pertinent to said Premises or Property, improvements or adjoining areas or ways. Landlord shall be an additional insured on said policy.

Tenant shall also purchase Workmen's Compensation Insurance in compliance with all State, Federal and other governmental laws, rules and regulations.

All insurance required by virtue of this Section shall be written with an insurance company licensed to business within the State of Wyoming and approved by Landlord (which approval shall not be unreasonably withheld). Within thirty (30) days of the Commencement Date, the Tenant shall provide the Landlord with the original insurance policies or a certificate of insurance stating the coverages and insureds (with proof of payment thereon), which shall provide that the insurance company shall give notice in writing to Landlord thirty (30) days prior to cancellation, termination, or in the event of a material change in such insurance, for any reason whatsoever. Any proceeds (except liability insurance proceeds) shall provide by endorsement that any loss shall be payable to Landlord and Tenant as their respective interests may appear, except that any loss under the all risk insurance policy shall be payable to Landlord. Landlord shall have the right to investigate Tenant's compliance with this Section by contacting Tenant or Tenant's insurance agent for copies of policies, to verify coverages, confirm premium charges and schedules, and confirm payments.

Tenant shall adjust the coverages for any insurance policies carried pursuant to this Section as may be required to comply with new or revised statutory, regulatory and other governmental requirements. Landlord shall have the right but not the obligation to pay premiums due to maintain or restore coverage and, in the event that Landlord makes premium payments for this purpose, Tenant shall reimburse Landlord in full for all such payments made pursuant to this Section with five (5) business days of receipt of Landlord's notice to Tenant of the amount of the insurance premium and Landlord's payment thereof.

Tenant shall be responsible for insuring the Personal Property, as well as all items of personal property that may be owned by Tenant. Any insurance that may be purchased pursuant to this Section or any proceeds that may be payable as a result of a loss under such insurance shall in no way reduce, alter or modify any provisions of this lease and specifically the indemnity provisions herein.

8. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent Required. Neither this Lease nor any interest in this Lease may be subleased or assigned by Tenant, voluntarily or involuntarily, by operation of the law or otherwise without the prior written consent of Landlord, in Landlord's sole discretion. Notwithstanding any assignment or sublease, Tenant shall remain fully liable under the terms and conditions of this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease unless otherwise agreed to in writing by Landlord. Any subtenant shall (in addition to the Tenant) be specifically responsible for all payments, conditions, covenants and agreements in this Lease and shall personally guaranty this Lease as provided herein. Each transfer to which there has been consent shall be by an instrument in form satisfactory to Landlord and shall be executed by the transferor, assignor, sublandlord, licensor, concessionaire, hypothecator or mortgagor and the transferee, assignee, subtenant, licensee, concessionaire or mortgagee in each instance, as the case may be; and each transferee, assignee or subtenant shall agree in writing for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant.

B. Transfer by Landlord. Landlord has the absolute right to transfer all or a part of its interest in this Lease to any successor. In the event of any sale or other transfer of Landlord's interest in the Premises, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer; provided the transferee of such interest assumes Landlord's obligations under this Lease.

9. UTILITIES. Tenant shall promptly pay all charges for water, heat, gas, electricity and other public utilities used on the Premises. If Tenant shall fail to pay any utilities as required above, Landlord may, at its option, pay such utilities, without affecting any other remedy available to Landlord on account of Landlord and the same shall be deemed to be Additional Rent, due and payable five (5) business days after notice to Tenant.

10. NET LEASE. It is the purpose and intent of the Parties that the Rent payable hereunder shall be net to Landlord, so that this Lease shall yield to Landlord the Rent specified herein free of any charges, assessments, or impositions of any kind, and Landlord shall not be expected or required to pay any such charge, assessment or imposition imposed on or against the Premises, or be under any obligation or liability hereunder, and that all costs, expenses and obligations of any kind relating to the maintenance and operation of the Premises, including all alterations, repairs and replacements which may arise or become due during the Term, shall be paid by Tenant. It is the intention of the Parties that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been term inated pursuant to an express provision hereof.

11. INDEMNIFICATION AND LIMITATION ON LIABILITY.

A. Indemnity by Tenant. As a material part of the consideration to the Landlord for entering into this Lease, Tenant hereby assumes all risk of, and Tenant shall indemnify, protect, defend and hold harmless Landlord, its trustees, beneficiaries, agents and employees from and against, any and all claims, suits, demands, liability, damages and expenses, including reasonable attorneys' fees and costs, arising from or in connection with Tenant's use or alteration of the Premises or the conduct of its business or from any activity performed or permitted by Tenant in or about the Premises during the Lease Term or arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any breach or default in the performance of any obligations arising under or pursuant to any other act, neglect, fault or omission of Tenant or any of its officers, agents, directors, contractors, employees, licensees or invitees.

B. Limitation on Landlord's Liability. Except to the extent caused by the gross negligence or wrongful acts of Landlord, in no event shall Landlord be liable to Tenant for any injury to any person in or about the Premises or Property or damage to the Premises or Property or for any loss, damage or injury to any property of Tenant therein, including without limitation, any damage, injury or loss caused by any malfunction of any utility or other equipment, installation or system, or by the rupture, leakage or overflow of any plumbing or other pipes, including without limitation, water, steam and refrigeration lines, sprinklers, tanks, drains or similar cause in, about or upon the Premises.

C. Indemnity by Landlord. Landlord shall indemnify, protect, defend and hold harmless Tenant and its officers, directors, shareholders, managers, managing members, members, agents and employees from and against any and all claims, suits, demands, liability, damages and expenses, including reasonable attorneys' fees and costs, arising from the gross negligence or willful misconduct of Landlord or any of its officers, agents, directors, contractors, employees, licensees or invitees.

12. ALTERATIONS TO PREMISES.

A. Restriction on Alterations. Tenant may make no alterations, additions or improvements in, to or about the Premises (collectively, "**Alterations**") (i) without the prior written consent of Landlord, and Landlord may impose as a condition to such consent such reasonable requirements as Landlord may deem necessary or desirable; and (ii) without first obtaining such consents and approvals as may be required by applicable laws, ordinances, codes, rules and regulations, including, without limitation, consent and approval required pursuant to (a) that certain Historic Preservation Easement, dated on or about the date hereof, between Café G, LLC and the Teton Historic Preservation Foundation and (b) that certain Conservation Easement granted to the Jackson Hole Land Trust, a Wyoming non-profit corporation, which easement was recorded on August 16, 2019, in the office of the Teton County Clerk as Document No. 0975464. Tenant shall pay to Landlord, Landlord's reasonable charges for reviewing and inspecting all Alterations to assure full compliance with all of Landlord's requirements. Landlord does not expressly or implicitly covenant or warrant that any plans or specifications submitted by Tenant are safe or that the same comply with any applicable laws, ordinances, codes, rules or regulations. Further, Tenant shall indemnify, protect, defend and hold Landlord harmless from any loss, cost or expense, including attorneys' fees and costs, incurred by Landlord as a result of any defects in design, materials or workmanship resulting from Alterations. Tenant shall promptly pay all costs incurred in connection with all Alterations and shall not permit the filing of any mechanic's lien or other lien in connection with any Alterations. If a mechanic's lien or other lien is filed against the Premises or Property, Tenant shall discharge or cause to be discharged (by bond or otherwise) such lien within thirty (30) days after Tenant receives notice of the filing thereof and shall not allow any such lien to be foreclosed upon. Tenant shall have the right to contest any mechanics' lien so long as Tenant posts the bond required to remove the lien from the Premises or Property within the aforementioned thirty (30) day period. If a mechanic's lien or other lien is filed against the Premises or Property and Tenant fails to timely discharge (by bond or otherwise) such lien, Landlord may, without waiving its rights and remedies based on such breach of Tenant and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to Landlord within thirty (30) days following notice by Landlord, any sum paid by Landlord to remove such liens, together with interest at the Default Rate from the date of such payment by Landlord. Any increase in any tax, assessment or charge levied or assessed as a result of any Alterations shall be payable by Tenant.

B. Surrender of Alterations. All Alterations and other work or improvements installed in the Premises which are attached to, or built into the Premises, including, without limitation, floor coverings, wall coverings, paneling, molding, doors, vaults, plumbing systems, electrical systems, mechanical systems, lighting systems, built-in communication systems and cabling and outlets for the systems mentioned above and for all telephone, radio, computer and television purposes, and any special flooring or ceiling installations, shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the Lease Term; provided that Landlord may, as a condition to approving any proposed alteration, require that such alteration be removed by Tenant upon the end of the Lease Term. All Personal Property shall be and remain the property of Landlord and may not be removed by Tenant at any time during the Lease Term. For purposes of the insurance requirements set forth herein, Tenant shall be deemed to have an insurable interest in all Alterations in the Premises, as between Landlord and Tenant, but the same shall be surrendered with the Premises on termination of this Lease, as set forth above.

13. CONDEMNATION. If, during the Lease Term, or any extension hereof, the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. For the purpose of this Section, "substantially all of the Premises" shall be deemed to have been taken if a taking under any such proceeding shall involve such an area, whether the area be improved with building or be utilized for a parking area or

for other use, that Tenant cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding. If, during the Lease Term, or any extension hereof, less than the whole or less than substantially all of the Premises shall be taken in any such proceeding, this Lease shall not terminate. Landlord shall, from the proceeds of the condemnation, restore the Premises for the use of the Tenant. Any award granted for either partial or complete taking regarding the Premises shall be the property of Landlord; provided, however, that Tenant shall be entitled to seek a separate award from the condemning authority to compensate Tenant for Tenant's moving expenses, business dislocation damages, Tenant's personal property and fixtures and any other award that would not reduce the award payable to Landlord.

14. DESTRUCTION OF THE PREMISES.

A. Casualty. If any building or improvements standing or erected upon the Premises shall be destroyed or damaged in whole or in part by fire or other casualty, the Tenant shall promptly repair, replace and rebuild the same at least to the extent of the value and as nearly as practicable to the character of the building or improvements existing immediately prior to such occurrence. Such repairs, replacements or rebuilding shall be made by the Tenant as aforesaid and in accordance with the terms of this Lease. Tenant shall promptly commence and diligently complete the improvements or repairs to the Premises. The Tenant shall be entitled to use the proceeds of the insurance (if any), and any excess in costs over the proceeds of the insurance shall be at the expense of the Tenant. In the event that the Premises are encumbered by a mortgage or deed of trust ("**Mortgage**") and the holder of the Mortgage requires that all or a portion of the proceeds of the insurance to be paid to said holder, then the Landlord, may, at its option, declare this lease null and void and all parties shall be relieved from further obligation hereunder from the date of said destruction; provided, however, that Tenant shall be entitled to the return of any prepaid Rent. Notwithstanding the foregoing, Tenant may continue this Lease if the Tenant agrees to pay for the repairs including the amount that may have been paid to the holder of the Mortgage. If the improvements contained on the Premises are substantially damaged or totally destroyed from any cause whatsoever during the last 18-month period of this Lease, then the Landlord may, at its option, declare this Lease null and void and all parties shall be relieved from further obligation hereunder from the date of said destruction, provided that all insurance proceeds shall become the property of the Landlord. However, if an option to extend the Lease Term is granted herein, then (in the event Tenant exercises said option within twenty days from the date of destruction or damage), the building or improvements shall be repaired, rebuilt and restored in conformance with the above and this Lease shall continue.

B. Rent Abatement. If the whole of the improvements located on the Premises, or such part thereof as shall prevent Tenant's continuation of the operation of its business therein, shall be damaged by fire or other casualty, and PROVIDED: (i) Tenant is not in default beyond any cure period in any of its obligations hereunder, (ii) Tenant did not cause, in whole or in part, such damage or casualty, and (iii) Tenant has maintained the rental income insurance required by Section 7.A, to the extent that the proceeds of such rental income insurance are paid to Landlord during the period of reconstruction and restoration, Base Rent payable hereunder shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the period of such repair, reconstruction or restoration until such time as Tenant completes the restoration of the improvements to their condition immediately prior to the fire or other casualty; provided, however, that the amount of Base Rent abated pursuant to this Section shall in no event exceed the amount of rental income insurance actually received by Landlord, and further provided that such abatement of Base Rent shall terminate on the earlier to occur of the date of completion of the restoration or: (i) in the event the whole of the Premises is damaged or destroyed, one hundred fifty (150) days after the date of the damage or destruction; and (ii) in the event only part of the Premises is damaged or destroyed, ninety (90) days after the date of the damage or destruction.

15. DEFAULT PROVISIONS.

A. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and material breach of this lease by Tenant:

(i) Tenant failing to pay the Base Rent or any Additional Rent herein reserved or the Tenant failing to pay any tax, assessment, insurance or other payments required to be made by Tenant when due, where such failure shall continue for a period of five (5) business days after said due date.

(ii) Tenant failing to perform or keep any of the other terms, covenants and conditions herein contained for which it is responsible, and such failure continuing and not being cured for a period of thirty (30) days after notice from Landlord or, if such default which cannot be cured within a 30-day period, then the Tenant's failing to commence to correct the same within said 30-day period and thereafter failing to prosecute the same to completion within sixty (60) days after the original notice from Landlord.

(iii) Tenant or any guarantor being adjudicated as bankrupt or insolvent or the Tenant filing in any court a petition in bankruptcy or for reorganization or for the adoption of an arrangement under applicable bankruptcy laws or the filing of an involuntary bankruptcy against the Tenant (unless said involuntary bankruptcy is terminated within thirty (30) days from the date of said appointment).

(iv) Tenant making any general assignment or general arrangement of its property for benefit of its creditors.

(v) The failure of Tenant to secure and maintain the insurance coverages and provide evidence thereof to Landlord as required by the provisions of this Lease in accordance with the time periods set forth herein.

B. Default by Landlord. Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary promptly and diligently to cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure, and shall identify the Lease provisions containing the obligations. If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under this Lease in law or equity; provided, however, the liability of Landlord to Tenant for any default by Landlord under the terms of this Lease are not personal obligations of the individual or other partners, directors, officers and shareholders of Landlord, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery of any amount from Landlord, and shall not look to other assets of Landlord nor seek recourse against the assets of the individual or other partners, directors, officers and shareholders of Landlord. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Property existing prior to the date of Landlord's default, as such date is reasonably proven by Tenant.

16. REMEDIES.

A. Generally. Upon the occurrence of any event or events of default by Tenant, whether enumerated in the preceding Section or not, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or by this Lease:

(i) Landlord may cancel and terminate this Lease and dispossess Tenant;

(ii) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable for any damages for all reasonable expenses incurred in any such reletting and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease;

(iii) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord on demand for any reasonable expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease) and as allowed by law; provided, however, Landlord shall not operate Tenant's business.

B. Damages. Should Landlord, as a result of any Tenant default, elect to terminate this Lease, Landlord shall be entitled to collect from Tenant as damages: (i) the worth at the time of award of the unpaid Rent and other charges that may be due and unpaid by Tenant at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent and other charges that would have come due after termination until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (iv) all other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform or that are likely to result therefrom, including but not limited to attorneys' fees, costs of repossession, costs of removing persons or property from the Premises, costs of repairs to the Premises, cost of reasonable alterations to the Premises to make the space tenantable to prospective replacement tenants, costs of re-leasing the space, brokerage fees, etc. All computations of the worth at the time of award of amounts recoverable by Landlord as stipulated herein shall be computed by allowing interest at the Default Rate. The worth at the time of award shall be computed by discounting the amount otherwise recoverable by Landlord at the discount rate equal to the Long Term Federal Applicable Rate at the time of the award.

C. No Liability. If, as previously provided, Landlord shall elect to reenter the Premises, it is agreed that Landlord shall conduct itself in a reasonable manner and Landlord shall not be liable for damages by reason of such entry.

D. No Waiver. All rights, options, and remedies of Landlord contained in this Lease shall be construed and held to be cumulative and the exercise of one or more rights, remedies, or options shall not be taken to exclude or waive the right to the exercise of any other. All such rights, remedies, and options may be exercised and enforced concurrently and whenever and as often as deemed desirable. Landlord shall have the right to pursue any one or all of such remedies that may be provided herein or by law or in equity. For the purpose of any suit by Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease. It is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

17. SECURITY DEPOSIT. Tenant hereby acknowledges its obligation, effective upon the Effective Date, to deposit with Landlord a Security Deposit in the amount of Eleven Thousand and 00/100 Dollars ($11000.00). Notwithstanding the foregoing obligation, Landlord hereby temporarily waives until October 22, 2020 Tenant's obligation to pay the Security Deposit. Landlord hereby reserves the right to demand immediate payment of the Security Deposit in the event Tenant sublets, transfers or assigns in any manner Tenant's interest in this Lease or transfers or assigns in any manner, including, without limitation, merger, consolidation or sale of substantially all of the assets or a sale of fifty percent (50%) or more in the aggregate of the ownership interest of Tenant or a transfer of all or part of the business to be operated by Tenant within the Premises, whether or not such sublease, transfer or assignment is consented to by Landlord. The

Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Base Rent or Additional Rent, Landlord may (but shall not be required to) use, apply, or retain all or any part of the Security Deposit to the payment of any Rent or any other sum in default, or for the payment of any amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant, within ten (10) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest thereon. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days following the expiration or termination of this Lease. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer the Security Deposit to Landlord's successor-in-interest.

18. HOLD OVER TENANCY. In the event Tenant holds over after the expiration of the Lease Term, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, and such month-to-month tenancy shall be subject to each and every term, covenant and agreement contained herein; provided, however, that Tenant shall pay as Base Rent during any holding over period, an amount equal to one hundred fifty percent (150%) of the Base Rent payable immediately preceding the expiration of the Lease Term. Nothing in this Section shall be construed as a consent by Landlord to any holding over by Tenant and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises and to assert any remedy in law or equity to evict Tenant and/or collect damages in connection with such holding over.

19. SUCCESSION TO LANDLORD'S INTEREST.

A. Subordination. Tenant agrees that this Lease shall at Landlord's option be subject and subordinate to (i) all present and future ground leases and master leases of all or any part of the Property; (ii) present and future mortgages and deeds of trust encumbering all or any part of the Property; (iii) all past and future advances made under any such mortgages or deeds of trust; and (iv) all renewals, modifications, replacements and extensions of any such ground leases, master leases, mortgages and deeds of trust. Tenant agrees to execute and deliver, upon demand of Landlord, any instruments reasonably requested by Landlord or any such Landlord, mortgagee or beneficiary to affect the purposes of this Section.

B. Attornment. If requested to do so, Tenant shall attorn to and recognize as Tenant's Landlord under this Lease any superior Landlord, superior mortgagee or other purchaser or person taking title to the Property or any portion thereof by reason of the termination of any superior lease or the foreclosure of any superior mortgage or deed of trust, and Tenant shall, upon demand, execute any documents reasonably requested by any such person to evidence the attornment described in this Section.

C. Non-Disturbance. Landlord hereby recognizes that, as a condition to such subordination and/or attornment by Tenant, Landlord shall use commercially reasonable efforts to obtain an agreement from any and all superior Landlords and/or superior mortgagees that shall include a non-disturbance agreement which shall be executed by the party to whose interest Tenant subordinates its interest hereunder and shall provide that so long as Tenant is not in default under this Lease, Tenant's leasehold estate, and Tenant's rights under this Lease shall remain undisturbed and shall survive any foreclosure, transfer in lieu of foreclosure or other enforcement of the mortgage or deed of trust, and any termination of any such lease, as the case may be.

D. Estoppel Certificate. At any time and from time to time, Tenant, upon request in writing from Landlord, agrees to execute, acknowledge and deliver to Landlord, or to the holder of any mortgage that is a lien on the Property, or to any prospective mortgagee or purchaser of the Property, a statement in writing in such form and substance satisfactory to Landlord certifying to such information as such mortgagee, prospective mortgagee, or prospective purchaser may reasonably request, or stating the appropriate deficiencies, as the case may be. In the event Tenant fails to provide such letter as above-described within ten (10) days after Landlord's written request therefor, Landlord may make a second request that specifies that Landlord shall be appointed Tenant's attorney-in-fact pursuant to this section if Tenant does not provide such letter, and in the event Tenant fails to provide the above described letter within ten (10) days after Landlord's second request, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact, solely for the purposes of executing such letter.

20. SURRENDER OF PREMISES. Upon the expiration of the Lease Term, or upon any earlier termination hereof, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the Premises are now or hereafter may be improved by Landlord or Tenant, reasonable wear and tear and casualty which is not to be restored by Tenant pursuant to this Lease excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises, all debris and rubbish, all furniture, equipment, business and trade fixtures (as permitted by the terms herein), free-standing cabinet work, movable partitioning and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and all similar articles of any other persons claiming under Tenant, and Tenant shall repair all material damage to the Premises resulting from such removal.

21. GENERAL PROVISIONS.

A. Notices. All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand delivered or shall be sent by registered or certified mail, return receipt requested, or by overnight courier, postage prepaid, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two days subsequent to the date that said notice was deposited with the United States Postal Service as evidenced by receipt for the registered or certified mail; or one day after being sent via overnight courier.

Landlord: The OLC LLC
135 East Broadway Ave.,
Jackson, Wyoming 8300
Attn: Fred Peightal

Tenant: 135 E. Broadway, LLC
135 East Broadway Ave.,
Jackson, Wyoming 8300
Attn: Fred Peightal

B. Time of the Essence. Time is of the essence of this Lease and each provision hereof in which time of performance is established.

C. Quiet Enjoyment. Tenant, upon the paying of all Rent hereunder and performing each of the covenants, agreements and conditions of this Lease required to be performed by Tenant, shall lawfully and quietly hold, occupy and enjoy the Premises during the Lease Term without hindrance or molestation of anyone lawfully claiming by, through or under Landlord, subject, however, to the provisions set forth in this Lease.

D. Right to Inspect or Show Premises. Landlord, or Landlord's agent and representative, shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours to inspect or show the Premises to potential purchasers or renters. During the 90-day period prior to the expiration of this lease, the Landlord, or the Landlord's agent and representative, shall have the right to place the usual "to let" notices on the Premises, and the Tenant agrees to permit the same to remain thereon without hindrance or molestation. Landlord may at any time place or cause to be placed "for sale" notices on the Premises.

E. Governing Law. This lease has been executed and delivered in the State of Wyoming and shall be construed in accordance with the laws of the State of Wyoming.

F. Headings and Captions. The Parties mutually agree that the headings and captions contained in this lease are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Lease.

G. Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Landlord, its personal representatives, heirs, successors, and the Tenant, its personal representatives, heirs, successors and assigns.

H. Construction. Words of any gender used in this lease shall be held to any other gender, and words in the singular shall be held to include the plural, as the identity of the Landlord or Tenant requires.

I. No Waiver. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at time of acceptance of such rent. No waiver shall be effective unless in writing and executing by the waiving Party.

J. Attorneys' Fees. In the event of any default under this Lease, unless otherwise expressly barred by statute or this Lease, Tenant shall pay Landlord's costs and reasonable attorneys' fees incurred in the giving of notices and pursuit of Landlord's rights under this Lease. Tenant shall pay any sums due under this Section to Landlord within five (5) days of Landlord's notification to Tenant of the amount of Landlord's costs and attorneys' fees. In the event suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation.

K. Late Fees. Any failure to pay any amount due after notice and an opportunity to cure shall be subject to a late charge of five per cent (5%) of the amount due, *provided, however*, that payment of any such late charge shall not excuse or correct any default by the Tenant under this Lease and shall be in addition to any interest charged thereon.

L. Severability. If any sentence, section or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those provisions.

M. Force Majeure. In the event that either party hereto shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts,

labor troubles, inability to procure materials, failure of power, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate to excuse Tenant from the prompt payment of Rent, nor shall this Article operate to excuse performance due to market or economic conditions.

N. Counterparts; Signatures. This Lease has been executed in several counterparts, but the counterparts shall constitute but one and the same document. Signatures delivered by facsimile or other electronic means shall be binding.

Signatures on next page.

The Parties have executed this Lease the day and year first written above.

LANDLORD:

The OLC LLC,
a Wyoming limited liability company

By: _____
Name: Fred Peightal
Title: President

TENANT:

135 E. Broadway, LLC,
a Wyoming limited liability company

By: _____
Name: FRED PEIGHTAL
Title: PRESIDENT

15319791_v2

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**135 E. Broadway, LLC**
Filing ID	**2010-000580195**
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	02/10/2010 3:48 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

135 East Broadway Ave
Jackson, WY 83001

Mailing Address

PO Box 3992
Jackson, WY 83001

Registered Agent Address

Fredrick M Peightal
135 E Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Manager	GP Management Inc
Member	Fred Peightal
Member	Josh Governale
Organizer	Glenn M Ford

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**135 E. Broadway, LLC**
Filing ID	**2010-000580195**
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2023
License Tax	$60.00	AR Exempt	N	AR ID	07916315
AR Date	12/5/2022 11:03 AM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address

Principal Address

135 East Broadway Ave
Jackson, WY 83001

Mailing Address

PO Box 3992
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
01283495	Original	02/08/2011	2011	$50.00
Principal Address 2 Changed From: PO Box 3162 To: PO Box 3992				
01614982	Original	10/18/2012	2012	$50.00
01771831	Original	01/14/2013	2013	$65.75
Principal Address 1 Changed From: 360 N Millward 19 To: 85 Nelson Dr.				
01963251	Original	01/14/2014	2014	$50.00
Principal Address 1 Changed From: 85 Nelson Dr. To: 135 East Broadway Ave				
02155908	Original	01/03/2015	2015	$50.00
02410103	Original	01/27/2016	2016	$50.00
02702503	Original	01/27/2017	2017	$50.00
03345384	Original	02/08/2018	2018	$50.00
04230143	Original	02/07/2019	2019	$50.00
05399053	Original	01/03/2020	2020	$50.00
06048036	Original	01/02/2021	2021	$50.00
07030220	Original	01/18/2022	2022	$60.00
07916315	Original	12/05/2022	2023	$60.00

Amendment History

ID	Description	Date

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name **135 E. Broadway, LLC**

Filing ID **2010-000580195**

Type Limited Liability Company Status Active

2019-002487670	Delinquency Notice - Tax	02/02/2019
2018-002233914	Delinquency Notice - Tax	02/02/2018
2012-001392426	Reinstatement - Tax	10/18/2012

Filing Status Changed From: Inactive - Administratively Dissolved (Tax) To: Active

Inactive Date Changed From: 04/11/2012 To: No value

2012-001325071	Administrative Dissolution (Tax)	04/11/2012

Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)

2012-001314378	Change of Agent	03/09/2012

Registered Agent # Changed From: 0030755 To: 0189982

Registered Agent First Name Changed From: Fred To: Fredrick

Registered Agent Middle Name Changed From: No Value To: M

2012-001302314	Delinquency Notice - Tax	02/02/2012
2011-000968917	Change of Agent	04/07/2011

Registered Agent # Changed From: 0109269 To: 0030755

Registered Agent Organization Name Changed From: Western Wyoming Corporate Services, Inc. To: No Value

Registered Agent First Name Changed From: No Value To: Fred

Registered Agent Last Name Changed From: No Value To: Peightal

Registered Agent Physical Address 1 Changed From: 180 S Cache St To: 360 N Millward 19

Registered Agent Physical Address 2 Changed From: PO Box 8498 To: No Value

Registered Agent Physical Postal Code Changed From: 83002 To: 83001

Principal Address 1 Changed From: 135 E Broadway To: 360 N Millward 19

2011-000929319	Delinquency Notice - Tax	02/02/2011
2010-000876904	RA Address Change	07/22/2010

Registered Agent Physical Address 1 Changed From: 235 E Broadway To: 180 S Cache St

See Filing ID	Initial Filing	02/10/2010

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees

Annual Fee: $ _____

Prorated Fee: $ 3164.70

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 9 / 21 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

License Term: 12 (Month) / 12 (Day) / 23 (Year) Through 3 (Month) / 31 (Day) / 24 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: ~~Mckinley Carmichael~~ Diamond G. Theatrics LLC

Trade/Business Name (dba): ~~DIAMOND G THEATRICS LLC~~ dba Jackson Hole Playhouse

Building to be licensed/Building Address: ~~145~~ 145 West Deloney Ave
(Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: P.O. Box 2788 Jackson WY 83001
(Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-6994 Fax Number: (307) 739-0414

Business E-Mail Address: _____

FILING FOR

☒ NEW LICENSE

☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☒ COUNTY OF: Teton

☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☒ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec)

☒ SEASONAL/PART-TIME

☐ NON-OPERATIONAL/PARKED

(specify months of operation) from FEB – MARCH to MAY – DEC

DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sat.

HOURS OF OPERATION (e.g. 10a - 2a) from 12:00 to 9:30 pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☒ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

   If Yes, please submit a copy of the lease and indicate:

   (i) When the lease expires, located on page_____paragraph_____of lease.

   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease.
   (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO

   If "YES", explain: _____

---

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

---

6. **RESORT LICENSE:**

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

---

7. **MICROBREWERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

   ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

---

8. **WINERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

   ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

(2/21)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Vicki L. Garnick	[redacted]	[redacted]	[redacted]	44	100%	[redacted]	[redacted]
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 21st day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Vicki L Garnick	Vicki L. Garnick	OWNER
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

SPENCER KING - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 9, 2023

Signature of Notary Public

(SEAL)

My commission expires: 12.9.23

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Vicki (First Name) LEE (Full Middle Name) GARNICK (Last Name)

[redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 21st day of September, 2023.

(SEAL)

SPENCER KING - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 9, 2023

Notary Public or officer authorized to administer oaths

Rev 10/2020

BANK OF JACKSON HOLE

Date: 09/18/2023

To: Town of Jackson: Bar and Grille License

Re: Diamond G Theatrics LLC

DBA Jackson Hole Playhouse

This letter is to confirm that **DIAMOND G THEATRICS LLC**, is a business client at Bank of Jackson Hole and the client's business checking account ending at x1691 is active and in good standing.

Thank you,

Olga Salmina

Banking Center Manager VP

NMLS ID: 636674

Bank of Jackson Hole, a Division of NBH Bank

990 W Broadway | Jackson, WY 83001

PO Box 7000 | Jackson, WY 83001

osalmina@bojh.com | www.BOJH.com

Office: 307-732-2654. Direct: 307-732-3021

Gmail

Vicki Garnick <msvickigarnick@gmail.com>

(no subject)

1 message

Vicki Garnick <msvickigarnick@gmail.com>
To: msvickigarnick@gmail.com

Tue, Sep 19, 2023 at 1:58 PM

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 5682

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:
SADDLE ROCK
PO BOX 2788
JACKSON, WY 83001

DIAMOND G THEATRICS
DIAMOND G THEATRICS
PO BOX 2788
JACKSON, WY 83001

EXPIRATION DATE:
6/30/2024

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

2023 Bar and Grill Liquor License Application
Business Information / Plan of Operation

Name of Applicant: DIAMOND G THEATRICS LLC

Tell us about your business. d/b/a JACKSON HOLE PLAYHOUSE
For established businesses:
When did your business open? I BEGAN OPERATIONS JACKSON HOLE PLAYHOUSE WITH PRODUCING Co DIAMOND G THEATRICS IN 1980. WE OPENED THE DINNER PORTION of OUR DINNER THEATR IN 1999. THIS IS 44 yrs 7 OPERATIONS.
Are you open year-round? If not, provide when and how long you are closed. WE ARE SOMEWHAT SEASONAL OPEN FEB - MARCH, MAY 25 - OCT 31ST and DEC. 7 - JAN 7.
Provide your annual sales tax payments for the last three years. 2022 = [redacted] 2021 = 2020 =
What is the percentage of your employees who live locally (including surrounding communities)? 33%
Provide the number of parking spaces your business has (excluding street parking). 2 and WE ARE GRANDFATHERED BUSINESS WITH 100 PARKING CREDITS
Are you located near a bus stop or pathway system? YES, ½ Block TO WEST IS A PARKING LOT and THE MILLER PARK TRANSFER POINT & START BUS PICK UP POINTS. DELONEY & MILLWARD 150'
Have you been involved with community events or public service? Describe. YES, PRESIDENT SOROPTIMIST CLUB TETON CTY FAIR BOARD MEMBER 2 TERMS CHAMBER COMMERC OLD WEST DAY COMMITTEE MEMBER ARTS/PARTNER COMITTEE MEMBER and VOLUNTEER CES EMPLOYER PARTNER Town of Jackson SHOOT OUT
For new businesses:
What is the projected opening date for your business?

Will you be open year-round? If not, provide when and how long you will be closed (off-season).
What are your total sales projections for the next 3 years? 1st year of operation = 2nd year of operation = 3rd year of operation =
Will you hire locally (including surrounding communities)?
Provide the number of parking spaces your business will have (excluding street parking).
Will you be located near a bus stop or pathway system?
What are your plans for community involvement or public service?

All Applicants.
Describe your company structure and leadership team. DIAMOND G THEATRICS HIARCHY OWNER/PRODUCER - VICKI GARNICK GM OPERATIONS - AUSTIN RYAN PRODUCTION MANAGR - JOSE-LUIS LOPEZ EECUTIVE PRODUCER - JESSICA O'NEAL CHEF/KITCHEN MANAGER - MARIO TAPIA SADDLE ROCK MANAGERS - NATHAN NOEL, MATHEW RODRIGUEZ MARKETING/ADV. - VANESSA BOSHOFF ARTISTIC DIRECTOR - GOLDEN GARNICK GROUNDS MANAGER - LALO LOPEZ

Describe the nature of your business and what products or entertainment will be provided including alcohol.

WE ARE CURRENTLY A DINNER THEATRE WHICH PROVIDES A WESTERN DINING EXPERIENCE WITH SINGING WAITSTAFF 6:00PM FOR OUR THEATRE PATRONS PRIOR TO THE 8:00 SHOWTIME IT IS A VERY FUN WESTERNED THEMED DRESS & MUSIC FOR OUR DINNER GUEST LOTS OF SINGING & INTERACTIVE. THE THEATRE IS A FULL SCALE 2HR MUSICAL SHOW.

Describe your target market.

OUR TARGET MARKET HAS BEEN COMMUNITY & THE VISITING FAMILIES AGES 0 — 100 YRS, ESPECIALLY JUNE THRU DEC.. WINTER ENTERTAIN THE 25-65 YR OLD WINTER ADVENTURER BUT ALL OF OUR SHOWS & ENTERTAINMENT FAMILY DRIVEN

What is the official building capacity?

AUDITORIUM 320, SRS 77

Describe frequent events or gatherings that will be held on your property.

EVERY EVENING MON - SAT JUNE 1 - DEC, 5:30 - 10:30 p.m OUR DINNER THEATRE PATRONS and RECITAL, ART INSTALLATIONS WEDDINGS & WEDDING DINNERS, BACHELORETTE PARTIES, SHOWERS SPECIAL EVENT SPEAKERS, FILM PREVIEWS, ARTIST SHOW ROOM COTILLION DINNER VA. MOVIES & FAMILY FRIENDLY GATHERING, PAGENTS

You will be selling a high-addiction product; how will you be involved in the community to address that?

OUR GOAL WITH LICENSE IS TO SERVE OUR GUESTS, DINNER THEATRE & OTHERWISE IN LOVELY BAR ATMOSPHERE WITH THE FOCUS ON ENTERTAINMENT & ARTIST. OUR BAR TENDERS AND MANAGERS ARE VERY AWARE OF THE INTAKE OF ANYONE GUEST, SO THAT ALL GUESTS CAN ENJOY A THEATRICAL OR ARTISTIC EXPERIENC W/O OVER INTOXICATION. TO OFFER AN ON DEMAND START BUS/VAN. AND TO HELP WITH DIRECTIONS FOR HOMWARD BOUND GUESTS IN DRIVER PROVIDED ASSISTANCE.

Describe the process for customers to order alcohol and how it is delivered.

EACH GUEST IS SEATED AT A PRE-RESRVED TABLE OR AT THE BAR SEATING. EACH IS GIVEN AN EXPLANATION OF HOW OUR EVENING WILL PROCEED ALONG WITH A DINNER AND BAR MENU. THE WAITER TAKES THE ORDER AT THE TABLE FROM THE GUEST AND VIA A SQUARE SYSTEM THE ORDER IS SENT TO THE BAR TENDER WHO MAKES THE DRINK BEHIND THE BAR, GIVES TO THE WAITER AT THE BAR TO THEN BE DELIVERED TO THE GUEST AT THE TABLE.

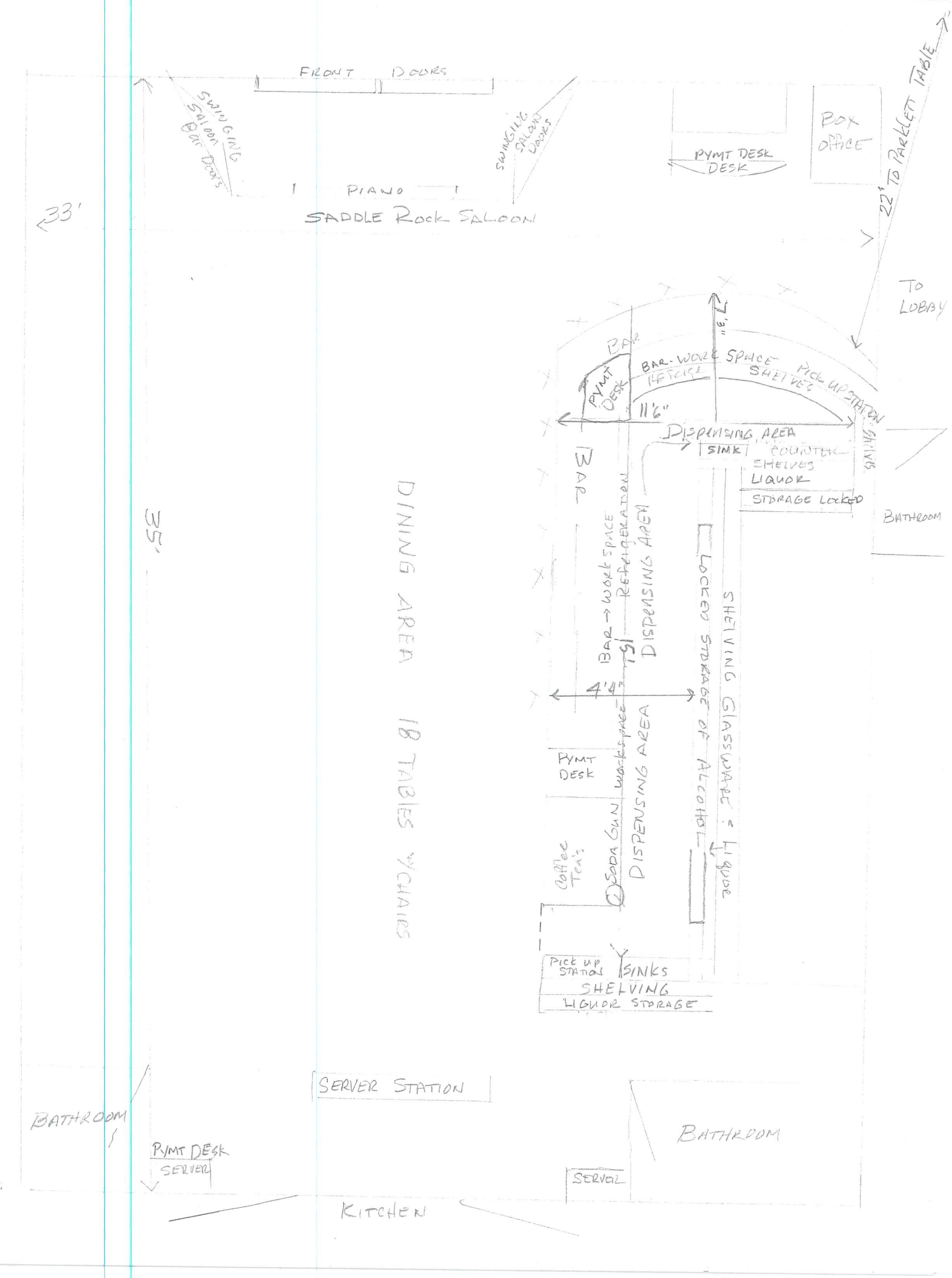
Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

WE WOULD LIKE TO SERVE ALCOHOL IN SUMMER MONTHS IN OUR PARKLETT AT THE 3 TABLES WE HAVE THEIR_ THE PARLETT IS VISIABLE TO OUR BARTENDER : MANAGERS AND IS 22' AWAY FROM THE BAR ITSELF. SEE photo #

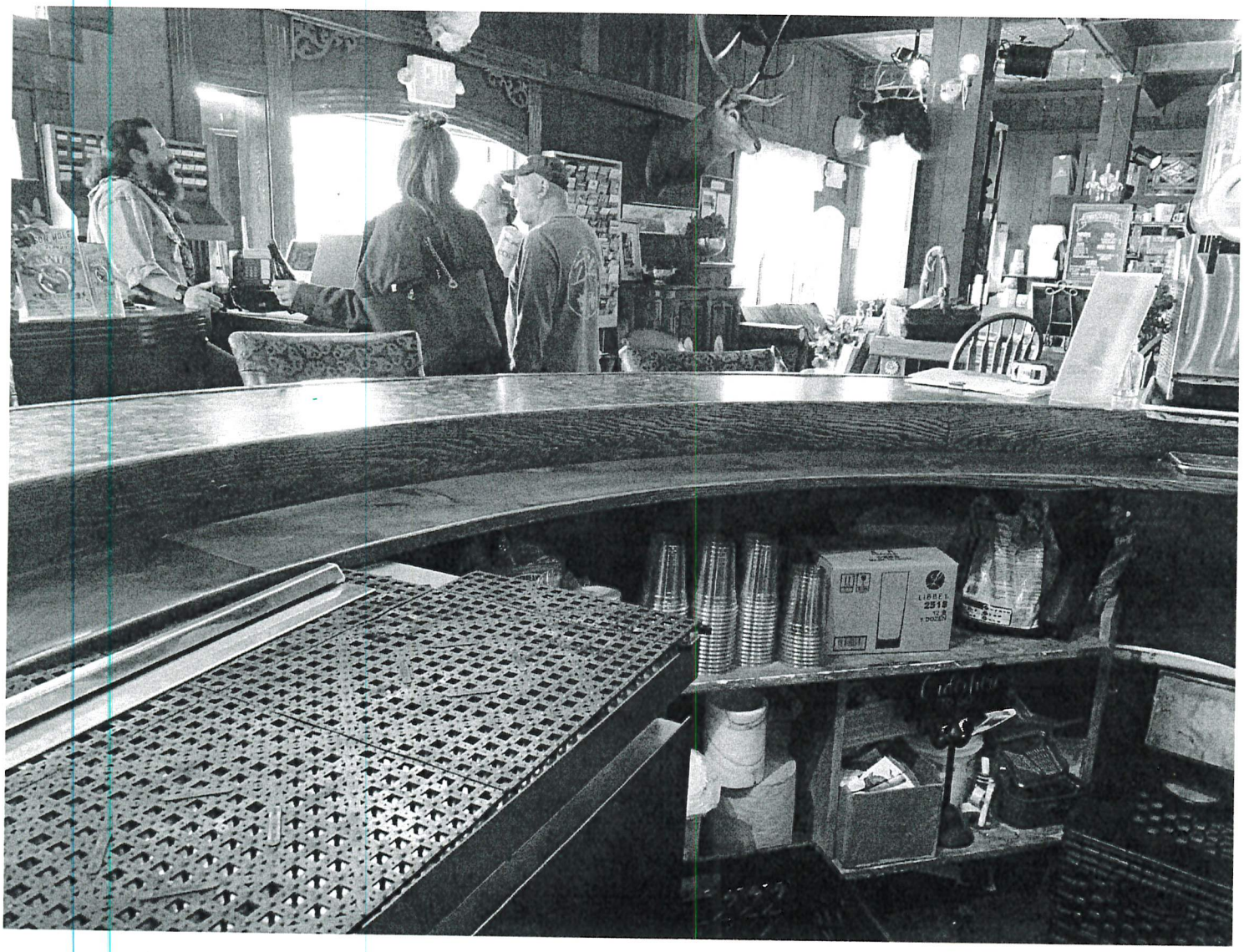
What is your plan to keep customers from leaving with open alcohol containers?

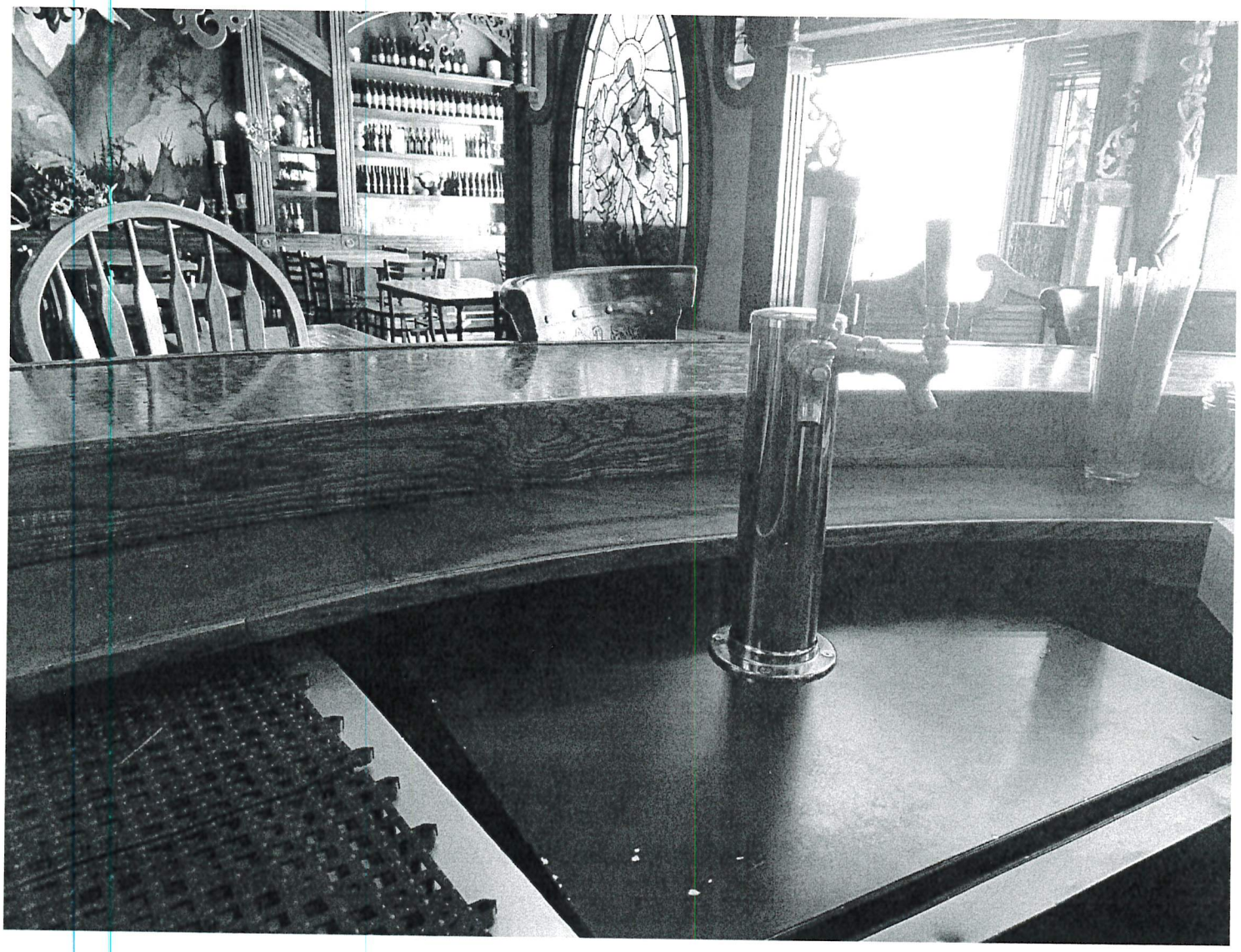
EACH GUEST IS WATCHED CAREFULLY BY THEIR WAITER, SRS MANAGER : BOX OFFICE. NO ONE LEAVES THE TABLE OR BAR WITH ANY OPENER BOTTLE, GLASS OR CAN. THIS IS ALSO STATED ON OUR MENU AND EXPLAINED BY THE WAITER. OUR SRS MANAGER IS VERY AWARE OF All TABLES : GUEST AT SEATING - AND LOOKING FOR THESE TYPES OF SITUATIONS. WE HAVE PLASTIC CUP W/ LIDS : STRAWS FOR THE AUDITORIUM AND NO ONE LEAVES WITH OPEN BOTTLES OR CUPS THE MANAGERS ARE TRAINED AND EQUIPPED TO HANDLE THE SITUATION KNOWLEDGBLY AND CALMLY.

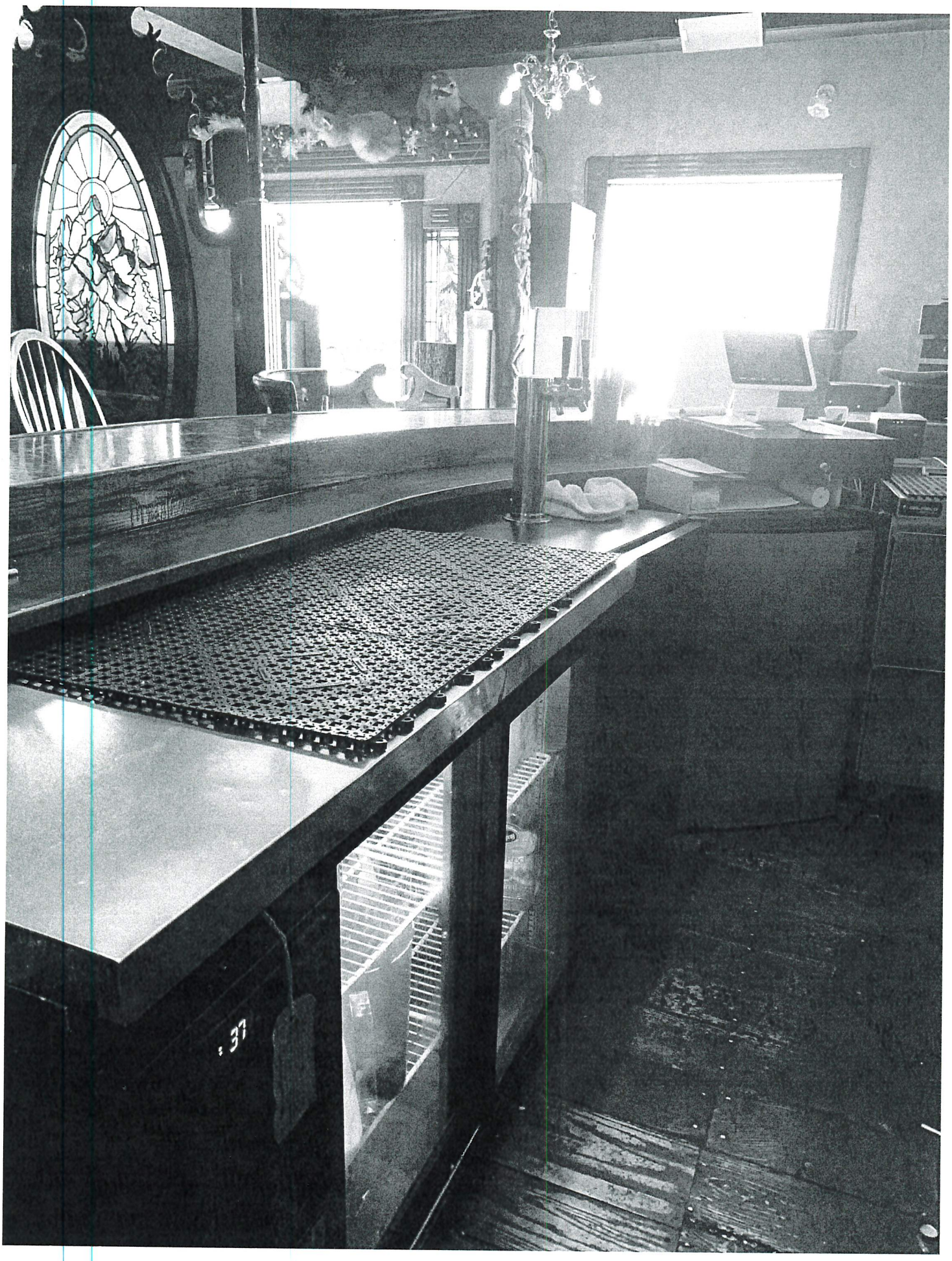
Prepared by:	Vicki L. Garnick
Date:	Sept 20, 2023


FRONT DOORS
SWINGING SALOON BAR DOORS
SWINGING SALOON DOORS
PIANO
SADDLE ROCK SALOON
33'
PYMT DESK
DESK
BOX OFFICE
22' TO PARKLETT TABLE
TO LOBBY
7'3"
BAR
BAR-WORK SPACE
REFRIGE
SHELVES
PICK UP STATION
PYMT DESK
11'6"
DISPENSING AREA
SINK
COUNTER SHELVES
LIQUOR
STORAGE LOCKED
BATHROOM
BAR
BAR → WORK SPACE
REFRIGERATION
DISPENSING AREA
LOCKED STORAGE OF ALCOHOL
SHELVING GLASSWARE & LIQUOR
4'4"
PYMT DESK
SODA GUN
WORKSPACE
DISPENSING AREA
Coffee Tea's
PICK UP STATION
SINKS
SHELVING
LIQUOR STORAGE
35'
DINING AREA 18 TABLES 4 CHAIRS
SERVER STATION
BATHROOM
PYMT DESK
SERVER
BATHROOM
SERVER
KITCHEN

PLAYHOUSE
JHP
SON HOLE PLAYHOUSE
ESL 1915

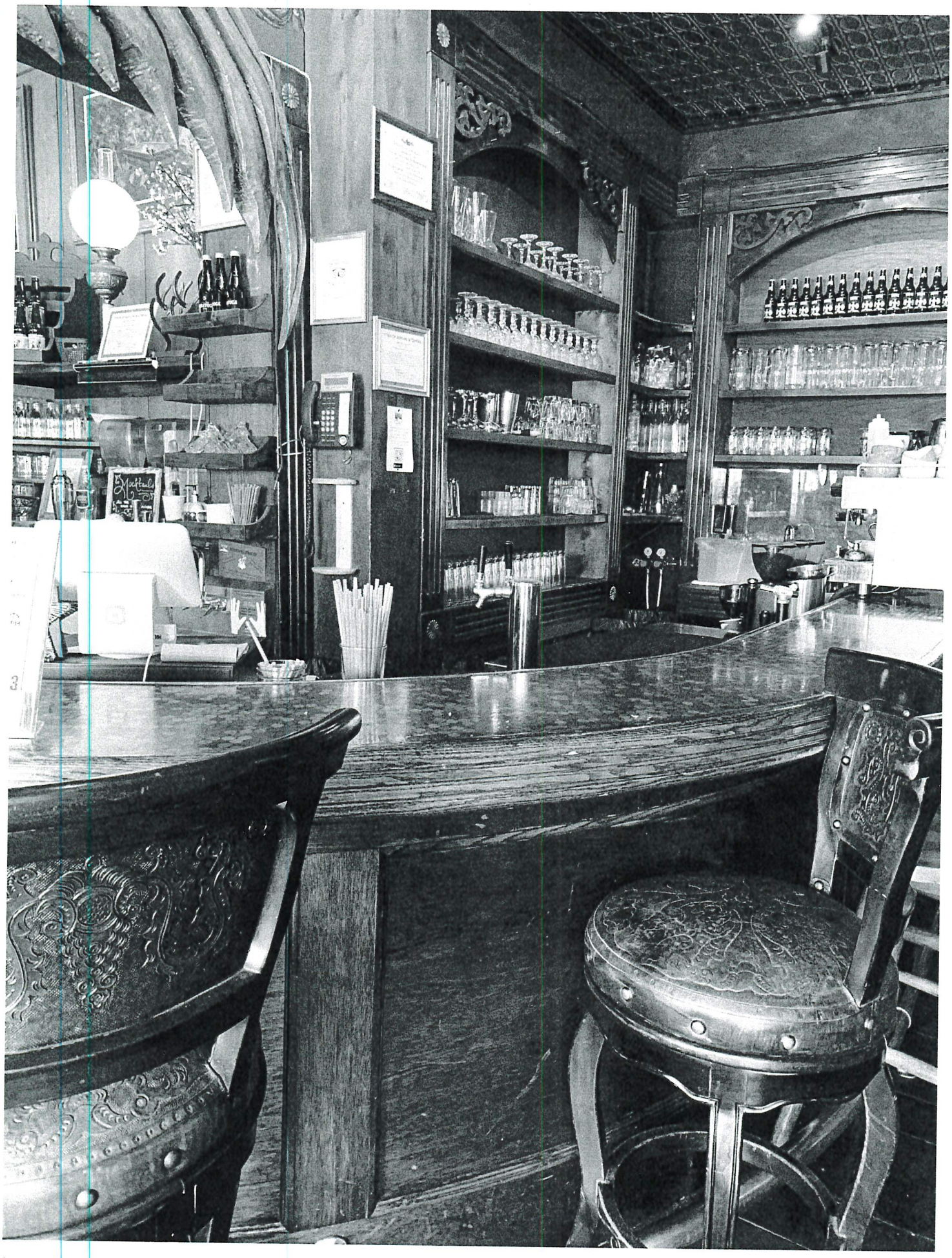






TOWN OF JACKSON WYOMING
SARATOGA
WHISKEY
Mocktails
ALL THE TASTE...
HOME OF THE AL
Enjoy
BAR CLOSES
AT 2:50
ATTENTION / ATENCION

ROCKET


Mocktail

Gmail

Vicki Garnick <msvickigarnick@gmail.com>

(no subject)

1 message

Vicki Garnick <msvickigarnick@gmail.com>
To: msvickigarnick@gmail.com

Wed, Sep 20, 2023 at 1:33 PM

All items without an UPCHARGE are included in the Dinner & Show Package!
*indicates an upcharge

STARTERS

TRAILBLAZER SALAD

Baby arugula and baby green kale with diced apples, tossed in a house vinaigrette.

Fresh baked Rolls with whipped butter.

*NAVAJO BREAD with HONEY BUTTER. +$6

KIDS MENU

MAC N' CHEESE

Elbow pasta in a three cheese white sauce topped with house made bread crumbs.

CHICKEN FINGERS

Hand breaded chicken fingers served with fries or sweet potato fries and ketchup or ranch.

DESSERT

*ALL desserts are an upcharge

Chocolate Cake +$9
Carrot Cake +$9
Seasonal Vegan Option +$9
Apple Pie +$9
*a la mode upgrade available by request + $3

All upcharges and a 20% Service Charge will be applied at the end of the meal for your singin' waitstaff!

Consuming raw or undercooked meats. poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

SADDLE ROCK FAMILY SALOON

MENU

ENTREES

CHICKABIDDY

Lemon herb-crusted chicken served with spinach, garlic mashed potatoes and sauteed seasonal squash in an apple lemon beurre Blanc. GF

THE ROUND-UP

Beef brisket braised in a secret sauce served with a side of garlic mashed potatoes, a tower of onion rings, and a side of Brandy Old Fashioned BBQ sauce.

PACKSADDLE

Pork Tenderloin stuffed with asparagus, tomato and aged Swiss cheese, wrapped in honey bacon topped with an ancho black bean chili sauce. Served with succotash and a side of Brandy Old Fashioned BBQ sauce. GF

THE CATCH

Pan-seared salmon in a Wyoming honey ginger glaze topped with sharp sauteed brussels. Served with tossed arugula salad, baby heirloom tomatoes, and red onions on a bed of butter poached fingerling potatoes. GF

JACKSON HOLE VEGAN BOWL

Forbidden black rice tossed in ancho chili aioli topped with Moroccan-style cauliflower, dots of homemade BBQ, sliced avocado, and Midwest mushroom steaks. Garnished with pea shoots, baby heirloom carrots, watermelon radishes and a dash of lemon cilantro vinaigrette. GF

SPECIAL: THE MAVERICK
*$20 UPCHARGE

16 oz Ribeye marinated in a secret dry rub for 24 hours, then cooked to order and topped with a dollop of smoked rosemary sage butter. Served on a bed of apple-infused garlic mashed potatoes with a side of succotash, butter poached asparagus and a piece of Navajo bread. GF

DRINK MENU

INCLUDED DRINKS

Coke, Diet Coke, Dr. Pepper, Sprite, Fanta, Coffee, Tea, and Water.

COCKTAILS

MARGARITA LULLABY

*$12 upcharge

Agave white tequila, triple sec, freshly squeezed lime juice with sea salt rim.
MAKE IT SPICY Jalapeno tequila and a tajin rim.

BUFFALO BILL'S BERRY BOURBON LEMONADE

*$12 upcharge

Bourbon whiskey, lemon juice, berry simple syrup, agave nectar, club soda, fresh blackberries, raspberries, and mint for garnish.

ANYTHING YOU CAN DO I CAN DO BITTER

*$12 upcharge

Bourbon whiskey, demerara sugar orange bitters, wheel of orange, and a smoking wood chip for garnish.

SITTING MULE

*$12 upcharge

Ginger beer, vodka, grapefruit juice, and a squeeze of lime.

ANNIE GET YOUR GIN

*$12 upcharge

A Cowgirl's Favorite Cocktail

Rosemary Gin, Lemon juice, simple syrup, honey with a sprig of rosemary for garnish.

SMOKING GUN

*$10 upcharge

A shot of your choice and a show. *3 shot max

MOCKTAILS

BUFFALO BILL'S BERRY LEMONADE

*$8 upcharge

Lemon juice, berry simple syrup, agave nectar, club soda, fresh blackberries, raspberries, and mint for garnish.

SITTING MULE

*$8 upcharge

Ginger beer (non-alcoholic), grapefruit juice, and a squeeze of lime.

SPECIALTY DRINKS

FRANK'S OLD FASHIONED CHOCOLATE SODA

*$12 upcharge

Chocolate syrup, milk, vanilla ice cream, carbonated water, and whipped cream.

ROOT BEER FLOAT

*$12 upcharge

Root Beer vanilla ice cream, and whipped cream. *add a shot of whipped cream vodka for the adults! +$3 upcharge

ROY ROGERS

*$8 upcharge

Grenadine, Cola, Maraschino cherries. *add a shot of whipped cream vodka for the adults! +$3

SPARKLIN' SHOWGIRL

*$8 upcharge

Sprite, Grenadine, Maraschino cherries, and edible glitter.

BOTTLED SODAS

*$4 upcharge

Apple "Beer", Huckleberry soda, Sarsaparilla, Rose lemonade, Lemonade, Fanta, Buckin' Root Beer, and Saratoga sparkling water.

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Diamond G Theatrics LLC
Filing ID	2017-000747629
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	03/28/2017 10:06 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

145 W Deloney
Jackson, WY 83001

Mailing Address

PO Box 2788
Jackson, WY 83001

Registered Agent Address

James C Reed
4050 Lake Creek Dr
PO Box 13292
Wilson, WY 83014

Parties

Type	Name / Organization / Address
Organizer	James C Reed 4050 Lake Creek Dr N, Wilson, Teton County, WY 83014

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Diamond G Theatrics LLC
Filing ID	2017-000747629
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2023
License Tax	$60.00	AR Exempt	N	AR ID	08224166
AR Date	2/25/2023 6:49 PM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address

Principal Address

145 W Deloney
Jackson, WY 83001

Mailing Address

PO Box 2788
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
03589674	Original	05/20/2018	2018	$50.00
04200942	Original	01/26/2019	2019	$50.00
05505905	Original	02/24/2020	2020	$50.00
06082174	Original	01/29/2021	2021	$50.00
07060308	Original	03/10/2022	2022	$60.00
08224166	Original	02/25/2023	2023	$60.00

Amendment History

ID	Description	Date
2022-003580491	Delinquency Notice - Tax	03/02/2022
2018-002302104	Reinstatement - Tax	05/20/2018
	Filing Status Changed From: Inactive - Administratively Dissolved (Tax) To: Active	
2018-002297630	Dissolution / Revocation - Tax	05/09/2018
	Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)	
	Inactive Date Changed From: No Value To: 05/09/2018	
2018-002258312	Delinquency Notice - Tax	03/02/2018
See Filing ID	Initial Filing	03/28/2017

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees:
- Annual Fee: $_____.____
- Prorated Fee: $ 3164.70
- Transfer Fee: $_____.____
- Publishing Fee: $ 100.00

Date filed with clerk: 9 / 20 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 / 12 / 23 (Month / Day / Year) through 3 / 31 / 24 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: IL FERMATO LLC

Trade/Business Name (dba): ORSETTO ITALIAN EATERY

Building to be licensed/Building Address: 161 CENTER STREET (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: PO BOX 3992 (P.O. Box or Number & Street)

JACKSON (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 203-2664 Fax Number: (____) _____

Business E-Mail Address: INFO@ORSETTOJH.COM

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF **JACKSON**
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED

Specify months of your operation: from JAN to DEC

Days of Week (e.g. Mon through Sat): from SUN to SAT

Hours of Operation (e.g. 10a - 2a): from 5PM to 11PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☐ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

   If Yes, please submit a copy of the lease and indicate: MARCH 31, 2026

   (i) When the lease expires, located on page 1 paragraph 1 of lease.

   (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 4 paragraph 6 of lease.
   (Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO

   If "YES", explain: _____

---

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

---

6. **RESORT LICENSE:**

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

---

7. **MICROBREWERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
   ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

---

8. **WINERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
   ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
FREDERICK MARTIN PEIGHTAL	[redacted]			8	55	[redacted]	
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 20th day of September, 20 23 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Frederick Martin Peightal	President
2)			
3)			
4)			
5)			
6)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Frederick (First Name) Martin (Full Middle Name) Peightal 3rd (Last Name)

Date of Birth | Driver License: State / Number | Male or Female (Circle one)

9/20/23 (Date Signed)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 20th day of September, 2023.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 4/20

2023 Bar and Grill Liquor License Application
Business Information / Plan of Operation

Name of Applicant: IL FERRAIO LLC ORSETTO

Tell us about your business.
For established businesses:
When did your business open? 2016
Are you open year-round? If not, provide when and how long you are closed. 2-3 WEEKS IN NOVEMBER/APRIL
Provide your annual sales tax payments for the last three years. 2022 = [redacted] 2021 = 2020 =
What is the percentage of your employees who live locally (including surrounding communities)? 100%
Provide the number of parking spaces your business has (excluding street parking). 9
Are you located near a bus stop or pathway system? YES
Have you been involved with community events or public service? Describe. SPONSORING YOUTH SPORTS, CENTER FOR THE ARTS. JACKSON HOLE HISTORICAL MUSEUM. OLD BILLS
For new businesses:
What is the projected opening date for your business?

Will you be open year-round? If not, provide when and how long you will be closed (off-season).
What are your total sales projections for the next 3 years? 1st year of operation = 2nd year of operation = 3rd year of operation =
Will you hire locally (including surrounding communities)?
Provide the number of parking spaces your business will have (excluding street parking).
Will you be located near a bus stop or pathway system?
What are your plans for community involvement or public service?

All Applicants.
Describe your company structure and leadership team. FRED PEIGHTAL – 4 OWNERS DARYL PEIGHTAL – JOSH GOUGHNOUR – OWNER/CHEF PARKER WARREN GM

Describe the nature of your business and what products or entertainment will be provided including alcohol.

FULL TABLE SERVICE RESTAURANT SERVING AN ALL ITALIAN WINE LIST AND ITALIAN/AMERICAN CLASSIC DISHES.

Describe your target market.

LOCAL SOPHISTICATED DINERS AND TOURISTS.

What is the official building capacity?

57 WITH ANOTHER 65 ON DECK IN SUMMER

Describe frequent events or gatherings that will be held on your property.

REHEARSAL DINNERS / WEDDING BRUNCHES / COMMUNITY EVENTS

You will be selling a high-addiction product; how will you be involved in the community to address that?

TRAINING EMPLOYEES ON T.I.P.S AND RESPONSIBLE ALCOHOL SERVICE

Describe the process for customers to order alcohol and how it is delivered.

ORDER FROM A SERVER AT THE TABLE OR DINING COUNTER. DRINKS POURED AND DELIVERED

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

OUTDOOR SEATING THAT IS FENCED. THERE IS SEATING FOR 60-65.

What is your plan to keep customers from leaving with open alcohol containers?

THEY NEED TO ENTER AND EXIT THROUGH THE FRONT DOOR WHICH IS NEXT TO THE HOST STAND.

Prepared by:	FRED PEIGHTAL
Date:	9/20/23

BRUSCHETTA

RICOTTA & HONEY 9
SESAME SEED

WHITE ANCHOVY 10
CAPERS, LEMON AIOLI

MARINATED TOMATO 9
STRACCIATELLA
OLIVE OIL, BASIL

ENGLISH PEA 9
RICOTTA & MINT

CONTORNI

SAUTEED MUSHROOMS 12
MUSHROOMS GARLIC
PARSLEY, PARMESAN

SAUTEED PEAS 8
PANCETTA, MINT

GARLIC BREAD 8
CHILI, PARMESAN
BUFFALO MOZZARELLA

GRILLED ASPARAGUS 8
LEMON, EVOO, SEA SALT

STEAMED BROCCOLINI 8
LEMON,CHILI FLAKE, EVOO

ANSON MILLS POLENTA 8
PARMESAN

SCAN ME

ANTIPASTA

FRIED MOZZARELLA 10
PARMESAN, BREAD CRUMBS, HOUSE MARINARA
PARSLEY

HOUSE MARINATED OLIVES 9
LEMON, ROSEMARY, CHILI

FRIED CALAMARI 12
HOUSE MARINARA, LEMON AIOLI

SHRIMP COCKTAIL 16
POACHED WILD GULF SHRIMP, LEMON

ANTIPASTI BOARD 18
HOUSE PICKLED VEGETABLES, SELECTION OF
CURED MEAT AND CHEESE

INSALATE

CAPRESE 12
BURRATA, HEIRLOOM TOMATOES, ARUGULA
BASIL, EVOO, AGED BALSAMIC

LITTLE GEM CAESAR 12
CALABRIAN CHILI DRESSING
GARLIC BREAD CRUMBS, PARMESAN
WHITE ANCHOVY

INSALATA ESTIVA 12
RADISH, SNAP PEAS, PEA SHOOTS, GREENS
MINT, WHITE BALSAMIC

INSALATA DI CASA 10
GREENS, TOMATO, RED ONION
HOUSE VINAIGRETTE

PRIMI

RIGATONI ALLA'VODKA 20
TOMATO, CREAM, PARMESAN, BASIL, CHILI

ORECCHIETTE 22
HOUSE PORK SAUSAGE, BROCCOLINI, GARLIC, PARSLEY, EVOO, PARMESAN

SHRIMP SCAMPI 32
WILD GULF SHRIMP, TOMATOES, GARLIC, LEMON, BUTTER, BASIL, LINGUINE

GARGANELLI 24
PANCETTA, ENGLISH PEAS, GARLIC, MINT, PARMESAN

PAPPARDELLE 28
MUSHROOMS, GRILLED ASPARAGUS, PARMESAN

SPAGHETTI & MEATBALLS 24
PORK AND BEEF MEATBALLS, HOUSE MARINARA, PARMESAN

SECONDI

EGGPLANT PARMESAN 22
HOUSE MARINARA, PARMESAN, BREAD CRUMBS

TROUT OREGANATO 28
STEAMED BROCCOLINI, LEMON, CHILI FLAKE, EVOO

CHICKEN PARMESAN 24
REDBIRD FARMS CHICKEN, MARINARA, PARMESAN, MOZZARELLA, SPAGHETTI

SNAKE RIVER FARMS PORK SHORT RIBS 28
ANSON MILLS POLENTA, ROASTED PEPPERS, SHAVED PARMESAN

ELK DIANE 38
ELK MEDALLIONS, SAUTEED MUSHROOMS

VEAL SCALLOPINI PICCATA 28
HERBED PAPPARDELLE, CAPERS, BUTTER, LEMON, GARLIC

ORSETTO PROUDLY PARTNERS WITH THE FOLLOWING LOCAL PRODUCERS: 460 BREAD, CANEWATER FARMS, MORNING DEW MUSHROOMS, VERTICAL HARVEST

September 9, 2023

First Interstate Bank

Re: Letter of Good Standing

To Whom it May Concern,

Please accept this letter as a proof of good standing for First Interstate Bank business client IL Ferraio LLC. This client has maintained a positive balance in the account since it was first opened over seven years ago. The account is active and in good standing.

If you have any questions, please contact me directly at 307-732-7838.

Sincerely,

Danielle Kapcsos

PRIVATE BANK OFFICER II

NMLS #1631469

O: 307-732-7838

802 W. Broadway

Jackson, WY 83001

From: Tally Melone
To: Chris Hawks
Cc: Smith, Katie
Subject: Signed amendment for Orsetto
Date: Friday, April 29, 2022 11:39:36 AM

Chris,

Attached is the signed amendment for Orsetto for your file.

Thanks!
Tally

ORSETTO LEASE AMENDMENT

THIS ORSETTO LEASE AMENDMENT, is made effective as of April 29, 2022, SUGA PROPERTIES LLC, a Wyoming limited liability company, owner-Lessor, and Il Ferrario LLC, a Wyoming limited liability company, Lessee.

WITNESSETH:

Lessor and Lessee entered into a Lease dated March 15, 2016, which was renewed and is in effect. Lessor and Lessee desire to amend the Lease by adding the following provision:

Lessee may use the Premises in compliance with W.S. Section 12-4-103(ii) for any or all of the following: (i) the sale of alcoholic and malt beverages for on-premises consumption, (ii) the sale of alcoholic and malt beverages for off-premises consumption, (iii) the storage of alcoholic and malt beverages for any of the foregoing purposes, and (iv) all uses reasonably ancillary to the foregoing. Lessee shall indemnify, defend, and hold Lessor harmless from and against any and all liability in relation to the Lessee's use of the Leased Premises for any of the foregoing permitted uses, provided such liability was not caused through the fault of Lessor.

LESSOR:

SUGA PROPERTIES LLC, a Wyoming limited liability company,

By: T Melone
Name: Tally Melone
Title: Executive Vice President

LESSEE:

Il Ferrario LLC., a Wyoming limited liability company,

By:
Name: FRED PELICHTA
Title: OWNER

Sent from my iPhone

FIRST AMENDMENT TO LEASE
BETWEEN CENTER STREET, LLC, LANDLORD AND
IL FERRAIO LLC, TENANT

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made and entered into this 8th day of MARCH, 2021, by and between Center Street, LLC, a Wyoming limited liability company ("Landlord") and Il Ferraio LLC, a Wyoming limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain lease, commencing March 1, 2016, with the first term terminating on March 31, 2022, for the lease of certain real property commonly known as 161 Center Street, Jackson , Wyoming, and further described in such lease (the "Lease") (terms used herein but not defined shall have those definitions used in the Lease); and

WHEREAS, the Lease provides for certain renewal options exercisable by Tenant subject to certain provisions;

WHEREAS, a new deck has been installed on the Premises (the "Deck");

WHEREAS, Landlord and Tenant desire to confirm Tenant's exercise of the First Renewal Term, and amend other provisions of the Lease, all as provided herein.

NOW, THEREFORE, in consideration of the aforementioned recitals, the covenants and obligations contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Tenant's option to extend the term of the Lease through the First Renewal Term is hereby exercised by Tenant and Landlord confirms such extension so that (subject to other provisions of the Lease) the Lease Term now terminates on March 31, 2026.

[redacted]

4. Tenant shall pay all costs for the upkeep and maintenance of the Deck to a commercially reasonable state of cleanliness, repair and safety, and in keeping with all other requirements in the Lease.

5. Except as expressly amended by this Amendment, the Lease is and remains in full force and effect, unchanged.

6. This Amendment may be executed in counterparts and facsimile or email scanned signatures shall be acceptable to bind the parties hereto.

IN WITNESS WHEREOF, the parties execute this Amendment effective as of the date first written above.

LANDLORD:

CENTER STREET, LLC,
a Wyoming limited liability company

By: _____
Name: Jeff Golightly
Title: VP

TENANT:

Il FERRAIO, LLC,
a Wyoming limited liability company

By: _____
Name: FRED PLIGHTAC
Title: OWNER

By: _____
Name: Joshua Governale
Title: owner

LEASE

THIS LEASE (the "Lease") is made as of the 15 day of March, 2016, between CENTER STREET, LLC, a Wyoming limited liability company (the "Landlord") and the Tenant as named in the Schedule below. The term "Building" means the building situated on the northern part of the land (the "Land") generally located at 155 N. Center Street, Jackson, Wyoming, 83001 and described below. "Premises" means the Building and that portion of the Land used for parking leased to Tenant described below.

The following schedule (the "Schedule") is an integral part of this Lease. Terms defined in this Schedule shall have the same meaning throughout the Lease.

SCHEDULE

1. Tenant: Il Ferraio LLC, a Wyoming limited liability company.
2. Premises: Two Thousand One Hundred (2,100) square foot building located on the north side of 155 N. Center Street.
3. Land: Lots 6, 7, 8, 9, 10, of Block 2 of Clubhouse Addition to the Town of Jackson, Wyoming.
4. Tenant's Proportionate Share: 18.28%.
5. Security Deposit: $7,200.00 due at execution of this Lease.
6. Commencement Date: March 1, 2016.
7. Rent Commencement Date: May 1, 2016
8. Termination Date/Term: March 31, ~~2021~~ 2022
9. Guarantors: Fred Peightal and Josh Governale, see attached Guaranty.
10. [redacted]

1. LEASE AGREEMENT.

1.1. **Lease.** On the terms stated in this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term beginning on the Commencement Date and ending on the Termination Date unless extended or sooner terminated pursuant to this Lease

1.2. **Parking.** Tenant and its employees and invitees shall be designated the use of a total of four (4) parking spaces directly in front of the Premises. Tenant shall not use any reserved parking spaces not specifically allocated to Tenant. Tenant will be responsible for installing and maintaining signage (in accordance with this Lease) identifying such designated spaces if Tenant desires to do so. Tenant shall be responsible for any enforcement of violations of designated parking. Overnight parking is prohibited.

[redacted]

f. Rent as used in this Lease means Base Rent, Operating Cost Share Rent, Tax Share Rent and Additional Rent. Tenant's agreement to pay Rent is an independent covenant, with no right of setoff, deduction or counterclaim of any kind.

2.2. **Payment of Operating Cost Share Rent and Tax Share Rent.**

a. Payment of Estimated Operating Cost Share Rent and Tax Share Rent. Landlord shall estimate the Operating Costs and Taxes of the Building and Land by January 31st of each fiscal year, or as soon as reasonably possible thereafter. Landlord may revise these estimates whenever it obtains more accurate information, such as the final real estate tax assessment or tax rate for the Building and Land.

Within ten (10) days after receiving the original or revised estimate from Landlord setting forth an estimate of Operating Costs for a particular fiscal year, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of the estimated Operating Costs, multiplied by the number of months that have elapsed in the applicable fiscal year to the date of such payment including the current month, minus payments previously made by Tenant for the months elapsed. On the first day of each month thereafter, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of this estimate, until a new estimate becomes applicable.

Within ten (10) days after receiving the original or revised estimate from Landlord setting forth an estimate of Taxes for a particular fiscal year, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of the estimated Taxes, multiplied by the number of months that have elapsed in the applicable fiscal year to the date of such payment including the current month, minus payments previously made by Tenant for the months elapsed. On the first day of each month thereafter, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of this estimate, until a new estimate becomes applicable.

b. Correction of Operating Cost Share Rent. Landlord shall deliver to Tenant a report for the previous fiscal year (the "Operating Cost Report") by March 31st of each year, or as soon as reasonably possible thereafter, setting forth (a) the actual Operating Costs incurred, (b) the amount of Operating Cost Share Rent due from Tenant, and (c) the amount of Operating Cost Share Rent actually paid by Tenant. Within twenty (20) days after such delivery, Tenant shall pay to Landlord the amount due minus the amount paid. If the amount paid exceeds the amount due, Landlord shall apply the excess to Tenant's payments of Operating Cost Share Rent next coming due.

c. Correction of Tax Share Rent. Landlord shall deliver to Tenant a report for the previous fiscal year (the "Tax Report") by May 15 of each year, or as soon as reasonably possible thereafter, setting forth (a) the actual Taxes, (b) the amount of Tax Share Rent due from Tenant, and (c) the amount of Tax Share Rent actually paid by Tenant. Within twenty (20) days after such delivery, Tenant shall pay to Landlord the amount due from Tenant minus the amount paid by Tenant. If the amount paid exceeds the amount due, Landlord shall apply the excess to Tenant's payments of Tax Share Rent next coming due.

2.3. **Definitions.**

a. "Operating Costs" means any expenses, costs and disbursements of any kind other than taxes, paid or incurred by Landlord in connection with the management, maintenance, snow removal, operation, insurance, repair and other related activities in connection with any part of the Building and Land and of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith, including the cost of providing those services required to be furnished by Landlord under this Lease. Operating Costs shall also include the costs of any capital improvements which are intended to reduce Operating Costs or improve safety, and those made to keep the Building in compliance with governmental requirements applicable from time to time (collectively, "Included Capital Items"); provided, that the costs of any Included Capital Item shall be amortized by Landlord, over the estimated useful life of such item and such amortized costs are only included in Operating Costs for that portion of the useful life of the Included Capital Item which falls within the Term.

b. "Taxes" means any and all taxes, assessments and charges of any kind, general or special, ordinary or extraordinary, levied against the Building or Land, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing, renting, management, use, occupancy, control or operation of the Building or Land or of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith. Taxes shall include real estate taxes, personal property taxes, sewer rents, water rents, special or general assessments, transit taxes, ad valorem taxes, and any tax levied on the rents hereunder or the interest of Landlord under this Lease (the "Rent Tax"). Taxes shall also include all fees and other costs and expenses paid by Landlord in reviewing any tax and in seeking a refund or reduction of any Taxes, whether or not the Landlord is ultimately successful. Any refund or other adjustment to any Taxes by the taxing authority shall apply during the year in which the adjustment is made. "Lease Year" means each consecutive twelve-month period beginning with the Commencement Date, and each subsequent Lease Year shall be the twelve months following the prior Lease Year.

c. "Fiscal Year" means the calendar year, except that the first fiscal year and the last fiscal year of the Term may be a partial calendar year.

2.4. **Computation of Base Rent.**

a. Prorations. If this Lease begins on a day other than the first day of a month, the Base Rent, Operating Cost Share Rent and Tax Share Rent shall be prorated for such partial month based on the actual number of days in such month. If this Lease begins on a day other than the first day, or ends on a day other than the last day, of the fiscal year, Operating Cost Share Rent and the Tax Share Rent shall be prorated for the applicable fiscal year.

b. Default Interest. Any sum due from Tenant to Landlord not paid within 10 days of when due shall bear interest from the date due until paid at 1.5% per month, compounded monthly.

c. Square Footage Calculation. The square footage of the Premises and the Building set forth in the Schedule are conclusively deemed to be the actual square footage thereof.

d. Books and Records. Landlord shall maintain books and records reflecting the Operating Costs and Taxes in accordance with sound accounting and management practices.

e. Miscellaneous. So long as Tenant is in default of any obligation under this Lease, Tenant shall not be entitled to any refund of any amount from Landlord. If this Lease is terminated for any reason prior to the annual determination of Operating Cost Share Rent or Tax Share Rent, either party shall pay the full amount due to the other within fifteen (15) days after Landlord's notice to Tenant of the amount when it is determined. Landlord may commingle any payments made with respect to Operating Cost Share Rent or Tax Share Rent, without payment of interest.

3. **CONDITION OF PREMISES; POSSESSION AND SURRENDER OF PREMISES.**

3.1. **Condition of Premises.** Landlord is leasing the Premises to Tenant "as is," without any obligation to alter, remodel, improve, repair or decorate any part of the Premises.

3.2. **Tenant's Possession.** Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises were in good order, repair and condition.

3.3. **Maintenance.** Throughout the Term, Tenant shall maintain the Premises in their condition as of the Commencement Date, loss or damage caused by the elements, ordinary wear, and fire and other casualty excepted, and at the termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in broom-clean condition. To the extent Tenant fails to perform such obligations, Landlord may, but need not, restore the Premises to such condition and Tenant shall pay the cost thereof.

4. **Deleted.**

5. **ALTERATIONS AND REPAIRS.**

5.1. **Landlord's Consent and Conditions.** Tenant shall not make any improvements or alterations to the Premises (the "Work") without in each instance submitting plans and specifications for the Work to Landlord and obtaining Landlord's prior written consent, which consent may be withheld or conditioned in Landlord's reasonable discretion. Landlord will be deemed to be acting reasonably in withholding its consent for any Work which (a) impacts the base structural components or systems of the Building, (b) impacts any other tenant's premises, or (c) is visible from outside the Premises. Tenant shall pay for the cost of all Work. All Work shall become the property of Landlord upon its installation, except for Tenant's trade fixtures and for items which Landlord requires Tenant to remove at Tenant's cost at the termination of the Lease pursuant to Section 5.5. Any Work which is approved by Landlord shall be subject to Landlord's requirements in effect at such time. Tenant shall provide Landlord lien waivers, in a form approved by Landlord, of all contractors, suppliers or any others providing services or materials to the Premises prior to Tenant's opening in the Premises. Notwithstanding the foregoing, all Work (current and future), shall conform with all applicable Governmental Requirements and be approved by applicable governmental authorities.

5.2. **Repair.** Except as provided herein, if any part of the Building structural components, Building roof, parking lot or HVAC system shall be damaged or cease to function or require repair or replacement, Tenant shall promptly notify Landlord, and Landlord shall repair such damage or cause such repair or replacement to be made, provided that Tenant shall be responsible for any repair or replacement required due to Tenant's negligence. Landlord may also at any reasonable time make any repairs or alterations which Landlord deems necessary for the safety or protection of the Premises, or which Landlord is required to make by any court or pursuant to any Governmental Requirement (defined in Section 7). Tenant shall at its expense make all other repairs and perform such maintenance as is necessary to keep the Premises, and Tenant's fixtures and personal property, in good order, condition and repair; to the extent Tenant fails to do so with respect to the Premises, Landlord may make such repairs itself. Tenant shall further be responsible for all (a) repair and maintenance of air conditioning equipment necessitated by Tenant's misuse of such equipment. Landlord shall be responsible solely for repair and maintenance of such equipment caused by a malfunction which is not attributable to Tenant's misuse of such equipment and (b) the repair of all damage or destruction of any plate or window glass in the Premises, and Tenant shall maintain adequate plate-glass insurance at its own expense for the benefit of Landlord. The cost of any repairs made by Landlord on account of Tenant's default, or on account of the misuse or neglect by Tenant or its invitees, contractors or agents in its use of the Premises, shall become Additional Rent payable by Tenant on demand.

5.3. **No Liens.** Tenant has no authority to cause or permit any lien or encumbrance of any kind to affect Landlord's interest in the Building or Land; any such lien or encumbrance shall attach to Tenant's interest only. If any mechanic's lien shall be filed or claim of lien made for work or materials furnished to the Premises or the Building or Land by, through or under Tenant, then Tenant shall, at its expense, within ten (10) days thereafter, discharge the lien. If Tenant does not comply with these requirements, Tenant shall be in default hereunder and Landlord may discharge the lien or claim, and the amount paid, as well as attorney's fees and other expenses incurred by Landlord, shall become Additional Rent payable by Tenant on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. If a lien is filed, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to

Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue from enforcement of such lien, should Tenant desire to contest the lien.

5.4. **Ownership of Improvements.** All Work as defined in this Section 5, partitions, hardware, equipment, machinery and all other improvements and all fixtures, except trade fixtures, constructed in the Premises by either Landlord or Tenant, (i) shall become Landlord's property upon installation without compensation to Tenant, unless Landlord consents otherwise in writing, and (ii) shall at Landlord's option either (a) be surrendered to Landlord with the Premises at the termination of the Lease or of Tenant's right to possession, or (b) be removed in accordance with Subsection 5.5 below (unless Landlord at the time it gives its consent to the performance of such construction expressly waives in writing the right to require such removal).

5.5. **Removal at Termination.** Upon the termination of this Lease or Tenant's right of possession to the Premises, Tenant shall remove from the Premises its trade fixtures, furniture, moveable equipment and other personal property, any improvements which Landlord elects shall be removed by Tenant pursuant to Section 5.4, and any improvements to any portion of the Building or Land other than the Premises. Tenant shall repair all damage caused by the installation or removal of any of the foregoing items. Landlord shall notify Tenant of its election to require Tenant to remove any such property, if at all, within 15 business days following the expiration or earlier termination of the Lease. If Tenant does not timely remove such property upon such notice, then, at Landlord's election, Tenant shall be conclusively presumed to have: (i) conveyed such property to Landlord without compensation, or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all expenses arising out of Tenant's failure to remove the property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property. If Landlord elects abandonment, Tenant shall pay to Landlord, upon demand, any expenses incurred for disposition.

6. **USE OF PREMISES.** Tenant shall use the Premises only for a restaurant. Tenant may serve alcohol and malt beverages but only so long as the same are sold in accordance with all laws, ordinances, rules and regulations of the Town of Jackson and State of Wyoming and all other governmental entities with jurisdiction over such matters. Tenant shall not allow any inflammable or explosive liquids or materials to be kept on the Premises. Tenant shall not allow any use of the Premises which would cause the value or utility of any part of the Premises to diminish or would interfere with any other tenant or with the operation of the Land by Landlord. Tenant shall not permit any nuisance or waste upon the Premises, or allow any offensive noise or odor in or around the Premises, or use the Premises in any manner that interferes with any other tenant or with Landlord's operation of the Land. Tenant shall not allow any use of the Premises which will negatively affect the cost of insurance coverage of Landlord's insurance for the Premises. Tenant shall maintain all portions of the Premises in a clean and orderly condition, free of dirt, trash, boxes and obstructions, and otherwise in a commercially reasonable state of cleanliness, repair and safety. Such maintenance shall include keeping parking lots and drives free from all equipment, trailers and the like except as may be necessary in the ordinary course of Tenant's business, provided that such areas shall not to be used for storage or any kind.

7. **GOVERNMENTAL REQUIREMENTS AND BUILDING RULES.** Tenant shall comply with all applicable governmental laws, ordinances and regulations ("Governmental Requirements") applying to its use of the Premises. Tenant shall also comply with all reasonable rules established for the Premises from time to time by Landlord. In the event of alterations and repairs performed by Tenant, Tenant shall comply with the provisions of Section 5 of this Lease and also Landlord's then current policies, rules and requirements for construction projects.

8. **WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE.**

8.1. **Waiver of Claims.** To the extent permitted by law, Tenant waives any claims it may have against Landlord or its officers, manager, members, employees or agents for business interruption, any other consequential or exemplary damages, and any damage to property sustained by Tenant.

8.2. **Indemnification.** Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting from: i) any injury to any person or damage to or loss of any property occurring x) in the Premises, or y) on the Land and arising from the use of the Premises, except to the extent either of the foregoing are caused solely by the gross negligence or willful misconduct of Landlord; ii) any act or omission or negligence of Tenant or any of Tenant's employees or agents; and iii) any breach or default by Tenant in the performance of its obligations and covenants under this Lease. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

Except as to any matter for which Tenant is obligated to indemnify Landlord above, Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting solely from the gross negligence or willful misconduct of Landlord or any of Landlord's employees or agents. Landlord's obligations under this Section shall survive the expiration or earlier termination of this Lease.

8.3. **Tenant's Insurance.** Tenant shall maintain insurance as follows, with such other terms, coverages and insurers, as Landlord shall reasonably require from time to time:

a. Commercial General Liability Insurance, with (a) contractual liability coverage including the indemnification provisions contained in this Lease, (b) a severability of interest endorsement, (c) limits of not less than One

Million Dollars ($1,000,000) combined single limit per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate for bodily injury, sickness or death, and property damage, and umbrella coverage of not less than Two Million Dollars ($2,000,000).

b. Property Insurance against "All Risks" of physical loss covering the replacement cost of all improvements, fixtures and personal property.

Such insurance shall contain a waiver of subrogation provision in favor of Landlord and its agents.

Tenant's insurance shall be primary and not contributory to that carried by Landlord, its agents, or mortgagee. Landlord, shall be named as additional insureds with respect to the insurance required of the Tenant in Section 8.3(a). The company or companies writing any insurance which Tenant is required to maintain under this Lease, as well as the form of such insurance, shall at all times be subject to Landlord's approval, and any such company shall be licensed to do business in Wyoming. Such insurance companies shall have a current A.M. Best rating of A / VI or better. The limits set forth above may be re-evaluated annually and may be adjusted upwards (but in no case may the limits be decreased) to reflect changes in the market or other conditions.

8.4. **Insurance Certificates.** Tenant shall deliver to Landlord certificates evidencing all required insurance no later than five (5) days prior to the Commencement Date. Each certificate will provide for thirty (30) days prior written notice of cancellation to Landlord and Tenant.

9. **FIRE AND OTHER CASUALTY**.

9.1. **Termination.** If a fire or other casualty causes substantial damage to the Building or the Premises, and insurance proceeds have been made available to Landlord to repair the damage, then Landlord shall engage a registered architect (or such other professional with expertise in construction methods and timing as Landlord may designate) to certify within one (1) month of the casualty to both Landlord and Tenant the amount of time needed to restore the Building and the Premises to tenantability, using standard working methods. If the time needed exceeds one hundred eighty (180) days from the beginning of the restoration, or if the restoration would begin during the last eighteen (18) months of the Lease, and the casualty caused substantial damage to the Premises, either Landlord or Tenant may terminate this Lease by notice to the other party within thirty (30) days after the notifying party's receipt of the architect's certificate. If the time needed exceeds one hundred eighty (180) days from the beginning of the restoration or if the restoration would begin during the last eighteen (18) months of the Lease, and the casualty caused substantial damage to the Building but did not affect the Premises, then Landlord may terminate this Lease by notice to Tenant within thirty (30) days after Landlord's receipt of the architect's certificate. In the event that insurance proceeds are not made available to Landlord by the insurer or any mortgagee, then Landlord may terminate this Lease, by notice to Tenant within thirty (30) days after Landlord has received notice that the insurance proceeds will not be made available to it. In each case, the termination shall be effective thirty (30) days from the date of the notice and Rent shall be paid by Tenant to that date, with an abatement for any portion of the Premises which has been untenantable after the casualty.

9.2. **Restoration.** If a casualty causes damage to the Building or the Premises but this Lease is not terminated for any reason, then subject to the rights of any mortgagees or ground lessors, Landlord shall obtain the applicable insurance proceeds and diligently restore the Building and the Premises subject to current Governmental Requirements to the extent of such proceeds. Tenant shall replace its damaged improvements, personal property and fixtures. Rent shall be abated on a per diem basis during the restoration for any portion of the Premises which is untenantable, except to the extent that Tenant's negligence caused the casualty.

10. **EMINENT DOMAIN**. If a part of the Building or Land is taken by eminent domain or deed in lieu thereof which is so substantial that the Premises cannot reasonably be used by Tenant for the operation of its business, then either party may terminate this Lease effective as of the date of the taking. If any substantial portion of the Building or Land is taken without affecting the Premises, then Landlord may terminate this Lease as of the date of such taking. Rent shall abate from the date of the taking in proportion to any part of the Premises taken. The entire award for a taking of any kind shall be paid to Landlord, and Tenant shall have no right to share in the award. All obligations accrued to the date of the taking shall be performed by the party liable to perform said obligations, as set forth herein.

11. **RIGHTS RESERVED TO LANDLORD**. Landlord may exercise at any time any of the following rights respecting the operation of the Building or Land without liability to the Tenant of any kind:

11.1. **Name.** To change the name or street address of the Building.

11.2. **Signs.** To install and maintain any signs on the exterior of the Building, and to approve at its sole discretion, prior to installation, any of Tenant's signs in the Premises visible from the common areas or the exterior of the Building. Notwithstanding the foregoing, all signage (current and future), shall conform with all applicable Governmental Requirements and as approved by applicable governmental authorities.

11.3. **Window Treatments.** To approve, at its discretion, prior to installation, any shades, blinds, ventilators or window treatments of any kind, as well as any lighting within the Premises that may be visible from the exterior of the Building or any interior common area.

11.4. **Keys.** No additional lock or locks shall be placed by Tenant on any door to the Premises, unless written consent of Landlord shall first have been obtained. Two keys to the Premises have been furnished by Landlord and neither Tenant nor Tenant's agents or employees shall have any duplicate keys made. Landlord shall supply Tenant with such

additional keys as Tenant may require at Tenant's sole cost and expense. At the termination of this tenancy, Tenant shall promptly return to Landlord all keys.

11.5. **Access**. To have access to inspect the Premises, and to perform its obligations, or make repairs, alterations, additions or improvements, as permitted by this Lease.

11.6. **Preparation for Reoccupancy**. To decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant abandons the Premises, without relieving Tenant of any obligation to pay Rent.

11.7. **Show Premises**. To show the Premises to prospective purchasers, tenants, brokers, lenders, investors, rating agencies or others at any reasonable time, provided that Landlord gives prior notice to Tenant and does not materially interfere with Tenant's use of the Premises.

11.8. **Repairs and Alterations**. To make repairs or alterations to the Building and in doing so transport any required material through the Premises, to open any ceiling in the Premises, or to temporarily suspend services or use of common areas in the Building or on the Land. Landlord may perform any such repairs or alterations during ordinary business hours, except that Tenant may require any Work in the Premises to be done after business hours if Tenant pays Landlord for overtime and any other expenses incurred. Landlord may do or permit any work on any nearby building, land, street, alley or way.

11.9. **Building Services**. To install, use and maintain through the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises.

11.10. **Other Actions**. To take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building or the Land.

12. **TENANT'S DEFAULT**. Any of the following shall constitute a default by Tenant:

12.1. **Rent Default**. Tenant fails to pay any Rent when due unless the failure is cured within 5 days after written notice by Landlord; however, Tenant is not entitled to more than two notices of delinquent payments of Rent during any Lease Year and, if thereafter during that Lease Year any Rent is not paid when due, an event of default shall automatically occur;

12.2. **Specific Default**. Tenant defaults in its obligations under Section 5.3 No Liens; Section 17 Assignment and Sublease; Section 19 Estoppel Certificate; or Section 26 Hazardous Substances;

12.3. **Other Performance Default**. Tenant fails to perform any other obligation to Landlord under this Lease, and, in the case of only the first two (2) such failures during the Term of this Lease, this failure continues for ten (10) days after written notice from Landlord, except that if Tenant begins to cure its failure within the ten (10) day period but cannot reasonably complete its cure within such period, then, so long as Tenant continues to diligently attempt to cure its failure, the ten (10) day period shall be extended to sixty (60) days, or such lesser period as is reasonably necessary to complete the cure;

12.4. **Credit Default**. One of the following credit defaults occurs:

a. Tenant commences any proceeding under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or seeks appointment of a receiver, trustee, custodian or other similar official for the Tenant or for any substantial part of its property, or any such proceeding is commenced against Tenant and either remains undismissed for a period of thirty days or results in the entry of an order for relief against Tenant which is not fully stayed within seven days after entry;

b. Tenant becomes insolvent or bankrupt, does not generally pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors;

c. Any third party obtains a levy or attachment under process of law against Tenant's leasehold interest.

12.5. **Vacation or Abandonment Default**. Tenant vacates or abandons the Premises.

13. **LANDLORD REMEDIES**.

13.1. **Termination of Lease or Possession**. If Tenant defaults, Landlord may elect by notice to Tenant either to terminate this Lease or to terminate Tenant's possession of the Premises without terminating this Lease. In either case, Tenant shall immediately vacate the Premises and deliver possession to Landlord, and Landlord may repossess the Premises, change the locks and may, at Tenant's sole cost, remove any of Tenant's signs and any of its other property, without relinquishing its right to receive Rent or any other right against Tenant.

13.2. **Landlord Security**. In addition to any statutory Landlord lien, if any, Tenant hereby grants Landlord a consensual security interest in Tenant's property on the Premises at the time of Landlord's repossession to secure all sums owed, or to become owing, Landlord under the Lease. Perfection of such security interest shall be by taking possession of the property or as otherwise provided by law.

13.3. **Lease Termination Damages**. If Landlord terminates the Lease, Tenant shall pay to Landlord all Rent due on or before the date of termination, plus Landlord's reasonable estimate of the aggregate Rent that would have been payable from the date of termination through the Termination Date, reduced by the rental value of the Premises calculated as of the date of termination for the same period, taking into account anticipated vacancy prior to reletting, reletting expenses and market concessions, both discounted to present value at the rate of five percent (5%) per annum. If Landlord shall relet any part of the Premises for any part of such period before such present value amount shall have been paid by Tenant or finally determined by a court, then the amount of Rent payable pursuant to such reletting (taking into account vacancy prior to reletting and reletting

expenses or concessions) shall be deemed to be the reasonable rental value for that portion of the Premises relet during the period of the reletting.

13.4. **Possession Termination Damages.** If Landlord terminates Tenant's right to possession without terminating the Lease and Landlord takes possession of the Premises itself, Landlord may relet any part of the Premises for such Rent, for such time, and upon such terms as Landlord in its sole discretion shall determine, without any obligation to do so prior to renting other vacant premises of Landlord. Any proceeds from reletting the Premises shall first be applied to the expenses of reletting, including redecoration, repair, alteration, advertising, brokerage, legal, and other reasonably necessary expenses. If the reletting proceeds after payment of expenses are insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly upon demand as it becomes due. Any excess proceeds shall be retained by Landlord.

13.5. **Late Charges and Interest.** In addition to default interest under Section 2.4.b., Rent or other amounts owed by Tenant which are not received by Landlord by the 10th day after the date they are due shall be subject to a late charge of 5% of the amount due. Tenant acknowledges that late payments will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be impossible or extremely difficult to ascertain. Those costs include processing and accounting charges, interest and late charges imposed by mortgagees, and other general and administrative expenses. Tenant agrees that the late charges and interest contemplated by this Section represent a fair and reasonable estimate of the costs which Landlord will incur as a result of any such late payments by Tenant. Acceptance of late charges and interest by Landlord shall not constitute a waiver of Tenant's default with respect to any overdue amount, or prevent Landlord from exercising any other rights or remedies under this Lease.

13.6. **Landlord's Remedies Cumulative.** All of Landlord's remedies under this Lease shall be in addition to all other remedies Landlord may have at law or in equity. Waiver by Landlord of any breach of any obligation by Tenant shall be effective only if it is in writing, and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. Landlord's acceptance of payment by Tenant shall not constitute a waiver of any breach by Tenant, and if the acceptance occurs after Landlord's notice to Tenant, or termination of the Lease or of Tenant's right to possession, the acceptance shall not affect such notice or termination. Acceptance of payment by Landlord after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment. Landlord may advance such monies and take such other actions for Tenant's account as reasonably may be required to cure or mitigate any default by Tenant. Tenant shall immediately reimburse Landlord for any such advance, and such sums shall bear interest at the default interest rate until paid.

13.7. **Action on Default**: Landlord may sue periodically to recover damages as they accrue throughout the Lease term and no action for accrued damages shall be a bar to a later action for damages subsequently accruing. To avoid a multiplicity of actions, Landlord may obtain a decree of specific performance requiring Tenant to pay the damages stated in herein as they accrue.

13.8. **WAIVER OF TRIAL BY JURY. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURT LOCATED IN WYOMING, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER VENUE OR INCONVENIENT FORUM.**

13.9. **Litigation Costs.** In the event of a dispute between the parties, the substantially prevailing party is entitled to reimbursement by the other party of its reasonable attorneys' fees and other costs in enforcing this Lease, whether or not suit is filed.

14. **SURRENDER.** Upon termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and casualty damage excepted. If Landlord requires Tenant to remove any alterations, then Tenant shall remove the alterations in a good and workmanlike manner and restore the Premises to its condition prior to their installation.

15. **HOLDOVER.** Tenant shall have no right to holdover possession of the Premises after the expiration or termination of this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. If Tenant retains possession of any part of the Premises after the Term (such retention of the Premises shall include Tenant's failure to remove all of its property from the Premises), Tenant shall become a tenant at will for the entire Premises upon all of the terms of this Lease as might be applicable to such at-will tenancy, except that Tenant shall pay all of Base Rent and Operating Cost Share Rent at 150% of the rate in effect immediately prior to such holdover, computed on a monthly basis for each full or partial month Tenant remains in possession. Tenant shall also pay Landlord all of Landlord's direct and consequential damages resulting from Tenant's holdover. No acceptance of Rent or other payments by Landlord under these holdover provisions shall operate as a waiver of Landlord's right to regain possession or any other of Landlord's remedies.

16. **SUBORDINATION TO MORTGAGES.**

16.1. **Subordination.** This Lease shall be subordinate to any present or future mortgage respecting the Building or Land, and any amendments to such mortgage, at the election of the mortgagee or Landlord, effected by notice to Tenant in the manner provided in this Lease. The subordination shall be effective upon such notice, but at the request of Landlord or mortgagee, Tenant shall within ten (10) days of the request, execute and deliver to the requesting party any reasonable documents provided to evidence the subordination. Any mortgagee has the right, at its option, to subordinate its mortgage to the terms of this Lease, without notice to, or the consent of, Tenant.

16.2. **Foreclosure of Mortgage**. If any mortgage is foreclosed or deed in lieu of foreclosure given and the mortgagee or purchaser at a foreclosure sale shall thereby become the owner of the Building or Land, Tenant shall attorn to such mortgagee or purchaser without any deduction or setoff by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such mortgagee or purchaser. The mortgagee or purchaser shall be liable as Landlord only during the time such mortgagee or purchaser is the owner of the Building or Land. At the request of Landlord or mortgagee, Tenant shall execute and deliver within ten (10) days of the request any document furnished by the requesting party to evidence Tenant's agreement to attorn.

16.3. **Security Deposit**. Any mortgagee shall be responsible for the return of any security deposit by Tenant only to the extent the security deposit is received by such mortgagee.

16.4. **Notice and Right to Cure**. Tenant agrees to send by registered or certified mail to any mortgagee identified in any written notice from Landlord to Tenant a copy of any notice of default sent by Tenant to Landlord. Landlord shall have 30 days to cure such default, or if it cannot be cured within 30 days, then such additional time as is necessary to cure such default. If Landlord fails to cure such default within the required time period under this Lease, but mortgagee begins to cure within ten (10) business days after such period and proceeds diligently to complete such cure, then mortgagee shall have such additional time as is necessary to complete such cure, including any time necessary to obtain possession if possession is necessary to cure, and Tenant shall not begin to enforce its remedies so long as the cure is being diligently pursued.

17. **ASSIGNMENT AND SUBLEASE**.

17.1. **In General**. Tenant shall not, without the prior consent of Landlord in each case, (i) make or allow any assignment or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease, (ii) grant or allow any lien or encumbrance, by operation of law or otherwise, upon any part of Tenant's interest in this Lease, (iii) sublet any part of the Premises, or (iv) permit anyone other than Tenant and its employees to occupy any part of the Premises. Tenant shall remain primarily liable for all of its obligations under this Lease, notwithstanding any assignment or transfer. No consent granted by Landlord shall be deemed to be a consent to any subsequent assignment or transfer, lien or encumbrance, sublease or occupancy. Tenant shall pay all of Landlord's attorneys' fees and other expenses incurred in connection with any consent requested by Tenant or in reviewing any proposed assignment or subletting. Any assignment or transfer, grant of lien or encumbrance, or sublease or occupancy without Landlord's prior written consent shall be void.

17.2. **Landlord's Consent**. Landlord will not unreasonably withhold its consent to any proposed assignment or subletting. It shall be reasonable for Landlord to withhold its consent to any assignment or sublease if (i) Tenant is in default under this Lease, (ii) the proposed assignee or sublessee is a party that Landlord has identified as a prospective tenant in the Building or on the Land, (iii) the financial responsibility, nature of business, and character of the proposed assignee or subtenant are not all reasonably satisfactory to Landlord, (iv) in the reasonable judgment of Landlord the purpose for which the assignee or subtenant intends to use the Premises (or a portion thereof) is not in keeping with Landlord's standards for the Building or are in violation of the terms of this Lease, or (v) the proposed assignment is for less than the entire Premises or for less than the remaining Term of the Lease. The foregoing shall not exclude any other reasonable basis for Landlord to withhold its consent.

17.3. **Procedure**. Tenant shall notify Landlord of any proposed assignment or sublease at least thirty (30) days prior to its proposed effective date. The notice shall include the name and address of the proposed assignee or subtenant, its corporate affiliates in the case of a corporation and its partners in a case of a partnership, an execution copy of the proposed assignment or sublease, and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed assignee or subtenant. As a condition to any effective assignment or sublease of this Lease, the assignee or subtenant shall execute and deliver in form satisfactory to Landlord at least fifteen (15) days prior to the effective date of the assignment and assumption or sublease of all of the obligations of Tenant under this Lease.

17.4. **Change of Management or Ownership**. Any transfer of the direct or indirect power to affect the management or policies of Tenant or direct or indirect change in 25% or more of the ownership interest in Tenant shall constitute an assignment of this Lease.

17.5. **Excess Payments**. Tenant shall not profit from any sublet or assignment of this Lease. If Tenant shall assign this Lease or sublet any part of the Premises for consideration in excess of the pro-rata portion of Rent applicable to the space subject to the assignment or sublet, then Tenant shall pay to Landlord as Additional Rent 100% of any such excess immediately upon receipt.

18. **CONVEYANCE BY LANDLORD**. If Landlord shall at any time transfer its interest in the Building, the Land or this Lease, Landlord shall be released of any obligations occurring after such transfer, except the obligation to return to Tenant any security deposit not delivered to Landlord's transferee, and Tenant shall look solely to Landlord's successors for performance of such obligations. This Lease shall not be affected by any such transfer.

19. **ESTOPPEL CERTIFICATE**.

19.1. **Duty to Provide**. Each party shall, within ten (10) business days of receiving a request from the other party, execute, acknowledge in recordable form, and deliver to the other party or its designee a certificate stating, subject to a specific statement of any applicable exceptions, that the Lease as amended to date is in full force and effect, that the Tenant is paying Rent and other charges on a current basis, and that to the best of the knowledge of the certifying party, the other party has committed no uncured defaults and has no offsets or claims. The certifying party may also be required to state the date of commencement of payment of Rent, the Commencement Date, the Termination Date, the Base Rent and the current Operating

Cost Share Rent and Tax Share Rent estimates, the status of any improvements required to be completed by Landlord, the amount of any security deposit, and such other matters as may be reasonably requested. It is intended that any such certificate delivered by Tenant may be relied upon by Landlord, or any mortgagee or prospective mortgagee or any potential purchaser of the Building or Land.

19.2. **Tenant's Failure to Deliver**. Tenant acknowledges that it may be difficult, if not impossible, for Landlord to sell or finance the Building without such an estoppel certificate from Tenant, and that Landlord would not enter into this Lease without Tenant's agreement to provide such an estoppel certificate. Tenant's failure to deliver the estoppel certificate in the time and manner provided herein shall constitute an event of default under Section 12.2. In addition, Tenant agrees to pay any damages incurred by Landlord as a result of Tenant's failure (including costs or damages resulting from a lost sale or financing) which a court with proper jurisdiction determines to be appropriate. In addition, in the event that Tenant does not execute and deliver the statement required by this Section 19, Tenant shall be in default under this Lease and hereby grants to Landlord a power of attorney coupled with an interest to act as Tenant's attorney in fact for the purpose of executing and delivering the estoppel certificate required by this Section 19.

20. **SECURITY DEPOSIT AND PERSONAL GUARANTEES**. Tenant shall deposit with Landlord upon execution of this Lease, security for the performance of all of its obligations in the amount set forth on the Schedule. If Tenant defaults under this Lease, Landlord may use any part of the Security Deposit to make any defaulted payment, to pay for Landlord's cure of any defaulted obligation, or to compensate Landlord for any loss or damage resulting from any default. To the extent any portion of the deposit is used, Tenant shall within five (5) days after demand from Landlord restore the deposit to its full amount. Landlord may keep the Security Deposit in its general funds and shall not be required to pay interest to Tenant on the deposit amount. If Tenant shall perform all of its obligations under this Lease and return the Premises to Landlord at the end of the Term, Landlord shall return all of the remaining Security Deposit to Tenant within thirty (30) days after the end of the Term. The Security Deposit shall not serve as an advance payment of Rent or a measure of Landlord's damages for any default under this Lease. If Landlord transfers its interest in the Building or Land or this Lease, Landlord may transfer the Security Deposit to its transferee. Upon such transfer, Landlord shall have no further obligation to return the Security Deposit to Tenant, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee. This Lease is conditioned upon the receipt of personal guarantees in the form required by Landlord from all persons named on the Schedule.

21. **FORCE MAJEURE**. Landlord shall not be in default under this Lease to the extent Landlord is unable to perform any of its obligations on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Landlord ("Force Majeure").

22. **NOTICES**. All notices, consents, approvals and similar communications to be given by one party to the other under this Lease, shall be given in writing, mailed or personally delivered as follows:

Landlord. To Landlord as follows:

P.O. Box 10309
Jackson, Wyoming 83001
Attn: Rosanna Knisley

or to such other person at such other address as Landlord may designate by notice to Tenant.

Tenant.

or to the Premises from and after the Commencement Date, or to such other person at such other address as Tenant may designate by notice to Landlord.

Mailed notices shall be sent by United States certified or registered mail, or by a reputable national overnight courier service, postage prepaid. Mailed notices shall be deemed to have been given on the earlier of actual delivery or three (3) business days after posting in the United States mail in the case of registered or certified mail, and one business day in the case of overnight courier. Notice made to Tenant by personal delivery to the Premises shall be deemed given upon actual delivery.

23. **QUIET POSSESSION**. So long as Tenant shall perform all of its obligations under this Lease, Tenant shall enjoy peaceful and quiet possession of the Premises against any party claiming through the Landlord.

24. **REAL ESTATE BROKER**. The parties represent and warrant that neither has dealt with any real estate firm, agent or broker with respect to this Lease, and no firm, agent or broker is in any way entitled to any broker's fee or other payment in connection with this Lease. Each party shall indemnify and defend the other against any claims by any other broker or third party for any payment of any kind in connection with this Lease.

25. **MISCELLANEOUS**.

25.1. **Successors and Assigns**. Subject to the limits on Tenant's assignment contained in Section 17, the provisions of this Lease shall be binding upon and inure to the benefit of all successors and assigns of Landlord and Tenant.

25.2. **Date Payments Are Due**. Except for payments to be made by Tenant under this Lease which are due upon demand or are due in advance (such as Base Rent), Tenant shall pay to Landlord any amount for which Landlord renders a statement of account within five (5) days of Tenant's receipt of Landlord's statement.

25.3. **Time of the Essence**. Time is of the essence of each provision of this Lease.

25.4. **No Option**. This document shall not be effective for any purpose until it has been executed and delivered by both parties; execution and delivery by one party shall not create any option or other right in the other party.

25.5. **Severability**. The unenforceability of any provision of this Lease shall not affect any other provision.

25.6. **Governing Law**. This Lease shall be governed in all respects by the laws of the State of Wyoming, without regard to the principles of conflicts of laws.

25.7. **Lease Modification**. Tenant agrees to modify this Lease in any way requested by a mortgagee which does not cause increased expense to Tenant or otherwise materially adversely affect Tenant's interests under this Lease. No modification of this Lease shall be effective unless it is a written modification signed by both parties.

25.8. **Landlord's Right to Cure**. If Landlord breaches any of its obligations under this Lease, Tenant shall notify Landlord in writing and shall take no action respecting such breach so long as Landlord promptly begins to cure the breach and diligently pursues such cure to its completion. Landlord may cure any default by Tenant; any expenses incurred shall become Additional Rent due from Tenant on demand by Landlord.

25.9. **No Merger**. The termination of this Lease shall not be a merger, and such termination shall, at the option of Landlord, either terminate all subleases and subtenancies or operate as an assignment to Landlord of any or all such subleases or subtenancies.

25.10. **Captions**. The captions used in this Lease shall have no effect on the construction of this Lease.

25.11. **Authority**. Landlord and Tenant each represents to the other that it has full power and authority to execute and perform this Lease.

25.12. **Landlord's Enforcement of Remedies**. Landlord may enforce any of its remedies under this Lease either in its own name or through an agent. No act or thing done by Landlord or Landlord's agents during the term, including any agreement to accept the surrender of the Premises or to amend or modify this Lease, shall be binding on Landlord, unless in writing and signed by a person authorized to bind Landlord. The delivery of keys to Landlord, or Landlord's agents, employees, or officers shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant or receipt by Landlord of a lesser amount than the full monthly Rent and all other amounts owing, as herein stipulated, shall be deemed to be other than on account of the earliest due Rent or other amounts, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance owed or to pursue any other remedy available to Landlord.

25.13. **Entire Agreement**. This Lease, together with any attachments, constitutes the entire agreement between the parties. No representations or agreements of any kind have been made by either party which are not contained in this Lease.

25.14. **Singular and Plural**. Wherever appropriate in this Lease, a singular term shall be construed to mean the plural where necessary, and a plural term the singular. For example, if at any time two parties shall constitute Landlord or Tenant, then the relevant term shall refer to both parties together.

25.15. **Joint and Several**. If there are more than one entity or person which are the Tenant under this Lease, the obligations imposed upon Tenant under this Lease shall be joint and several.

25.16. **No Recording by Tenant**. Tenant shall not record in any public records any memorandum or any portion of this Lease.

25.17. **No Construction Against Drafting Party**. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Lease.

25.18. **Survival**. All obligations of Landlord and Tenant under this Lease shall survive the termination of this Lease.

25.19. **Building Manager and Service Providers**. Landlord may perform any of its obligations under this Lease through its employees or third parties hired by the Landlord.

25.20. **Tenant's Financial Statements**. Within ten (10) days after Landlord's written request therefor, Tenant shall deliver to Landlord the current annual and quarterly financial statements of Tenant, and annual financial statements of the two (2) years prior to the current year's financial statements, each with an opinion of a certified public accountant and including a balance sheet and profit and loss statement, all prepared in accordance with generally accepted accounting principles consistently applied.

26. **HAZARDOUS SUBSTANCES**. Tenant shall not cause or permit any Hazardous Substances to be brought upon, produced, stored, used, discharged or disposed of in or near the Building or Land unless Landlord has consented to such storage or use in its sole discretion. Tenant shall not use or store any chlorinated substances within the Building or Land or permit any chlorinated substances to be used or stored within the Premises. "Hazardous Substances" include those hazardous substances described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any other applicable federal, state or local law, and the regulations adopted under these laws. If any lender or governmental agency shall require testing for Hazardous Substances in the Premises, Tenant shall pay for such testing. Tenant hereby indemnifies

and holds Landlord and its officers, directors, employees and agents harmless from and against all claims, liabilities, and expenses, including reasonable attorney fees, incurred by Landlord as a result of any adverse effect which results from the manufacturing, generating, processing, distributing, using, producing, treating, storing (above or below ground level), disposing of, transportation, emission, discharge, release, threatened release or allowing to be present of any Hazardous Substance from, in, or about the Premises or the Building, whether or not Landlord consented to the storage or use of such Hazardous Substance.

27. **EXCULPATION**. Landlord shall have no personal liability under this Lease; its liability shall be limited to its interest in the Building and Land, and shall not extend to any other property or assets of the Landlord. In no event shall any officer, director, employee, agent, shareholder, partner, member or beneficiary of Landlord be personally liable for any of Landlord's obligations hereunder.

28. **NONDISCLOSURE**. The provisions of this Lease shall be kept strictly confidential by Tenant and shall not be disclosed by Tenant, its employees, partners, directors, officers, shareholders or other persons who have access to this information from Tenant to any person other than to Tenant's auditors, attorneys or lenders or to governmental authorities who have legal access to this information and who agree to comply with this Section. Disclosure of any provisions by Tenant to a third party except as permitted in the preceding sentence shall constitute a default by Tenant under this Lease.

29. **TERMINATION PRIOR TO EXPIRATION OF TERM**. If Landlord desires to sell or otherwise develop the Premises, the Building, or the Land (or any portion thereof), Landlord may terminate this Lease by written notice to Tenant and this Lease shall terminate on the date specified in such notice, but in no case shall termination occur less than one (1) year from the date of such notice.

30. **RENEWAL**. Tenant shall have the limited right to renew the term of this Lease for two (2) additional five (5) year terms, as follows:

30.1. **First Renewal Term**. So long as: (i) Landlord does not intend to sell or redevelop the Premises, the Building or the Land, (ii) this Lease has not been terminated previously for any reason, (iii) Tenant has duly and punctually complied with all the terms and conditions of this Lease, and (iv) Tenant is not in default under the Lease, then Tenant during the last six (6) months of the Term of the Lease, but no later than December 15, 2020, may provide written notice to Landlord of Tenant's desire to renew the Lease for an additional term of five (5) years, commencing on April 1, 2021 and terminating on March 31, 2026 (the "First Renewal Term"). Failure by Tenant to provide Landlord with timely notice of renewal shall be deemed as a waiver by Tenant of any right to renew this Lease for any additional term(s). If Landlord intends to sell or redevelop the Premises, the Building or the Land, Landlord shall so notify Tenant within 30 days of Landlord's timely receipt of Tenant's notice to renew, and in the event of such notice to Tenant, no renewal shall occur and this Lease shall terminate upon the expiration of the current Term, or earlier as may otherwise be provided herein. If Landlord fails to so notify Tenant, the Lease shall be renewed for the First Renewal Term, subject to the determination of the Base Rent. Within thirty (30) days of Tenant's notice (and so long as Landlord has not provided Tenant notice of Landlord's intent to sell or redevelop), Landlord shall notify Tenant of the new Base Rent (and any adjustments to Base Rent to occur during the First Renewal Term), which Base Rent shall be consistent with fair market rents for similarly situated premises as Landlord may reasonably determine, but in no case shall such Base Rent be less than the then current Base Rent. Tenant shall have thirty (30) days from the date of Landlord's rental notice to agree to renew upon such Base Rent terms. Failure of Tenant to notify Landlord within such 30-day period shall be deemed a disagreement by Tenant and a waiver of its right to renew the Lease for any additional term(s). Upon Tenant's notice of its agreement to the new Base Rent and terms, this Lease shall be renewed substantially on all terms and conditions as provided herein, with the Base Rent as set forth in Landlord's notice, and the term as set forth above.

30.2. **Second Renewal Term**. If the Lease is extended for the First Renewal Term, Tenant shall thereafter have the right to renew the Term for one (1) more five (5) year period provided that: (i) Landlord does not intend to sell or redevelop the Premises, the Building or the Land, (ii) this Lease has not been terminated previously for any reason, (iii) Tenant has duly and punctually complied with all the terms and conditions of this Lease, and (iv) Tenant is not in default under the Lease, then Tenant during the last six (6) months of the First Renewal Term, but no later than December 15, 2025, may provide written notice to Landlord of Tenant's desire to renew the Lease for one (1) additional term of five (5) years, commencing on April 1, 2026 and terminating on March 31, 2031 (the "Second Renewal Term"). Failure by Tenant to provide Landlord with timely notice of renewal shall be deemed as a waiver by Tenant of any right to renew this Lease for such additional term. If Landlord intends to sell or redevelop the Premises, the Building or the Land, Landlord shall so notify Tenant within 30 days of Landlord's timely receipt of Tenant's notice to renew, and in the event of such notice to Tenant, no renewal shall occur and this Lease shall terminate upon the expiration of the then current Term, or earlier as may otherwise be provided herein. If Landlord fails to so notify Tenant, the Lease shall be renewed for the Second Renewal Term, subject to the determination of the Base Rent. Within thirty (30) days' of Tenant's notice (and so long as Landlord has not provided Tenant notice of Landlord's intent to sell or redevelop), Landlord shall notify Tenant of the new Base Rent (and any adjustments to Base Rent to occur during the Second Renewal Term), which Base Rent shall be consistent with fair market rents for similarly situated premises as Landlord may reasonably determine, but in no case shall such Base Rent be less than the then current Base Rent. Tenant shall have thirty (30) days from the date of Landlord's rental notice to agree to renew upon such Base Rent terms. Failure of Tenant to notify Landlord within such 30-day period shall be deemed a disagreement by Tenant and a waiver of its right to renew the Lease for any additional term(s). Upon Tenant's notice of its agreement to the new Base Rent and terms, this Lease shall be

renewed substantially on all terms and conditions as provided herein, with the Base Rent as set forth in Landlord's notice, and the term as set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD:

CENTER STREET, LLC,
a Wyoming limited liability company

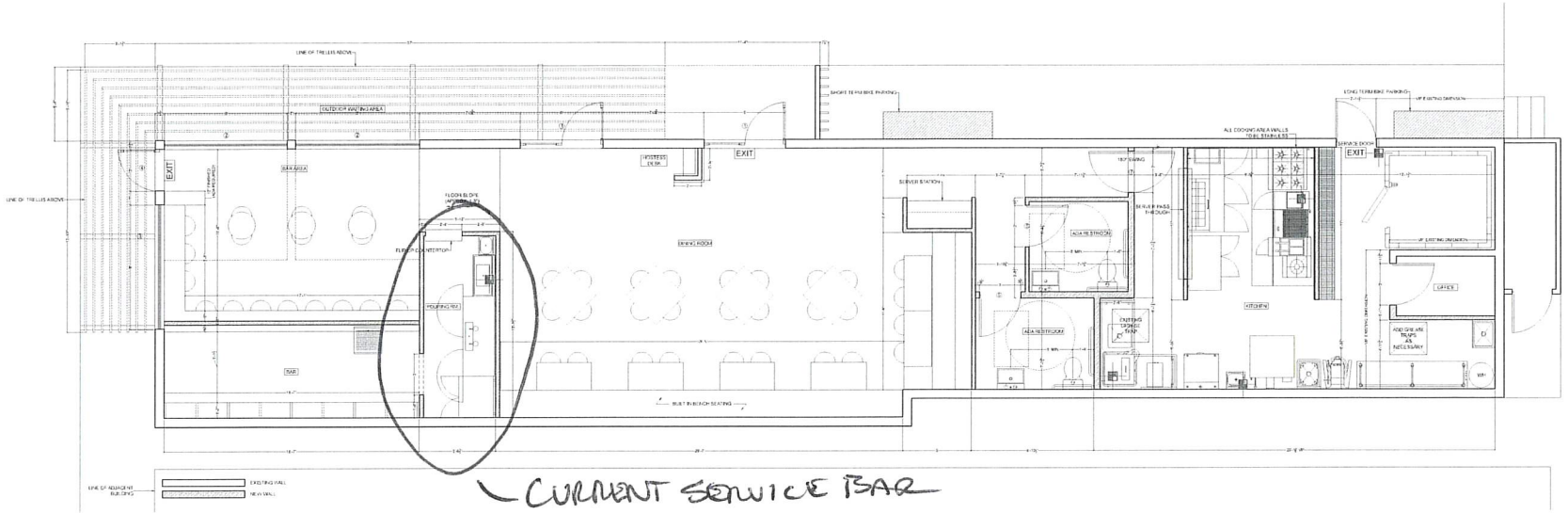
By: _____
Name: _____
Title: Manager/Member

TENANT:

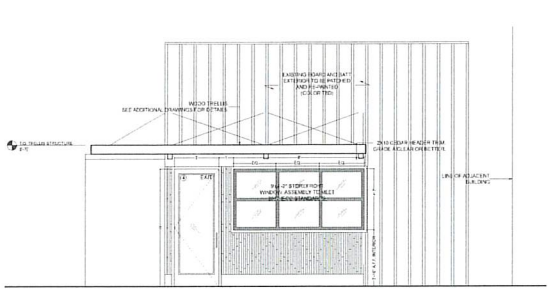
Il Ferraio, LLC
a Wyoming limited liability company

By: _____
Its: OWNER

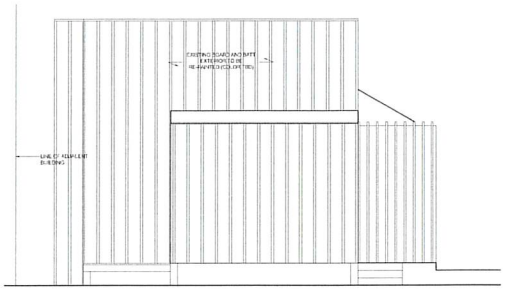
BY: _____
ITS: OWNER



1 NEW FLOOR PLAN
SCALE: 1/4" = 1'



2 NEW EAST ELEVATION (CENTER STREET)
SCALE: 1/4" = 1'



3 NEW WEST ELEVATION (ALLEY)
SCALE: 1/4" = 1'

4 NEW SOUTH ELEVATION (TOWN SQUARE)
SCALE: 1/4" = 1'

RESTAURANT
161 CENTER STREET
LOT 6

JACKSON, WY

ENGINEERS / CONSULTANTS:

STRUCTURAL ENGINEER:
Y2 Consultants, LLC
Jeffrey Hobson
E. Jeff@Y2Consultants.com
T. 307.733.2999

KITCHEN CONSULTANT:
BSR Design & Supplies
Andrew Carroll
E. andrew@bsrequipment.com
T. 208.320.0557

CONTRACTOR:
Benchmark Builders LLC.
Paul Nash
E. paul@benchmarkjh.com
T. 307.690.7246

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This drawing shall not be reproduced by anyone on other projects, for additions t this project, or for the completion of this project by others without written conser

ELLINGER / YEHIA DESIGN LLC

PO BOX 9307
Jackson, WY 83002

120 E. Broadway
Jackson, WY 83001

Tel: 307.733. 4599
Email: nona@eye-des.com

www.eye-des.com

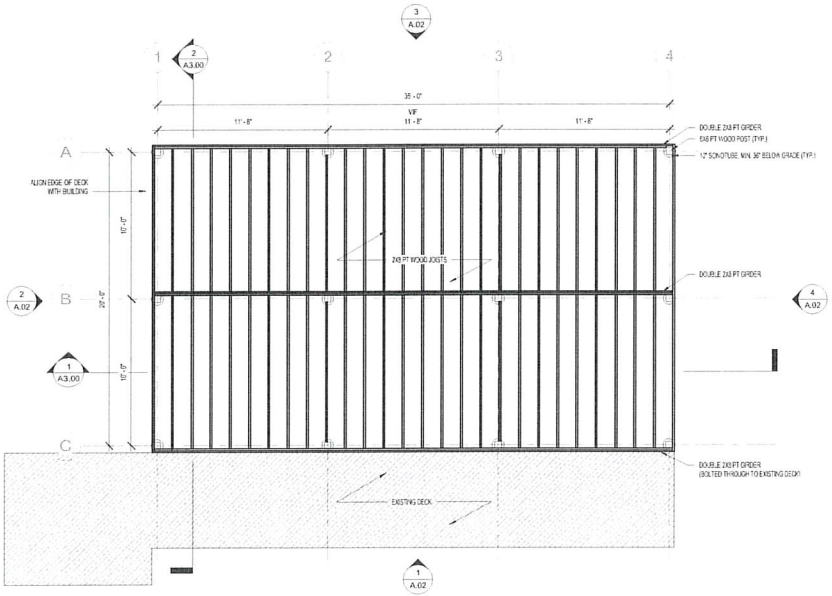
CONSTRUCTION SET

DATE: 08.01.2016 | SCALE: 1/4" = 1'

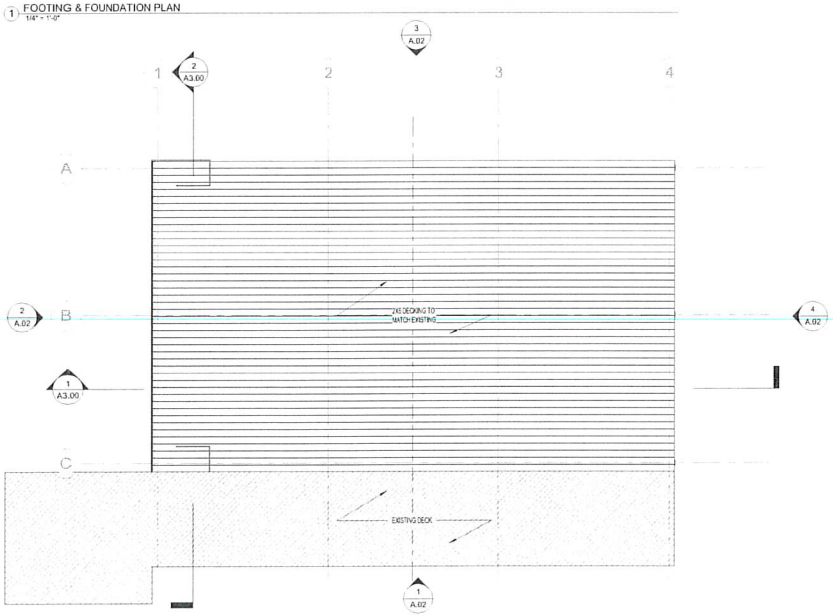
N

A1.3

RENOVATED
PLANS & ELEVATIONS

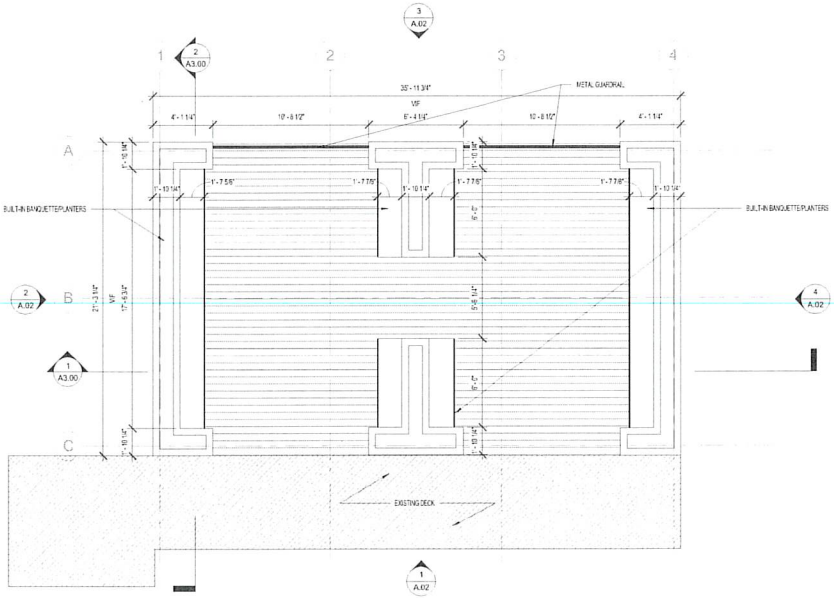


1 FOOTING & FOUNDATION PLAN
1/4" = 1'-0"



2 DECKING PLAN
1/4" = 1'-0"

FENCED DECK AREA



3 ROOF PLAN
1/4" = 1'-0"

NORTHWORKS
CHICAGO | JACKSON HOLE | SAN FRANCISCO | PHILADELPHIA
1512 N. Throop Street Chicago, Illinois 60642
T 312-440-9650 F 312-440-9651 www.nwkt.com

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ISSUED DATE	ISSUED FOR

PROFESSIONAL SEAL

Project
Project Name

Enter address here

XXXX	Project No.
Author	Drawn By
Checker	Checked By
Discipline	Drawing No.

A.01

Drawing Name
ARCHITECTURAL PLAN(S)

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 7108

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

ORSETTO
161 N CENTER ST
JACKSON, WY 83001

IL FERRAIO LLC
FRED PEIGHTAL
PO BOX 3992
JACKSON, WY 83001

EXPIRATION DATE:
1/26/2024

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Il Ferraio, LLC
Filing ID	2015-000701304
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	12/08/2015 12:39 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

161 North Center Street
Jackson, WY 83001

Mailing Address

PO Box 3992
Jackson, WY 83001

Registered Agent Address

Garland Law Office, LLC.
235 E Broadway
PO Box 4310
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	R Scott Garland

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Il Ferraio, LLC
Filing ID	2015-000701304
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2022
License Tax	$65.00	AR Exempt	N	AR ID	07805161
AR Date	11/1/2022 8:34 AM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address

Principal Address

161 North Center Street
Jackson, WY 83001

Mailing Address

PO Box 3992
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
02666196	Original	12/14/2016	2016	$50.00
Principal Address 1 Changed From: 85 S King St To: 161 North Center Street				
03201619	Original	12/11/2017	2017	$50.00
03740766	Original	08/06/2018	2018	$50.00
04230171	Original	02/07/2019	2019	$50.00
05901710	Original	08/28/2020	2020	$50.00
06534506	Original	08/04/2021	2021	$60.00
07805161	Original	11/01/2022	2022	$65.00

Amendment History

ID	Description	Date
2017-002195588	Delinquency Notice - Tax	12/02/2017
2016-001983481	Delinquency Notice - Tax	12/02/2016
See Filing ID	Initial Filing	12/08/2015

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees:
- Annual Fee: $ _____
- Prorated Fee: $ 3164.70
- Transfer Fee: $ _____
- Publishing Fee: $ 100.00

Date filed with clerk: 9 / 20 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 (Month) / 12 (Day) / 23 (Year) through 3 (Month) / 31 (Day) / 24 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: JH PIZZERIA LLC

Trade/Business Name (dba): YEAH BUDDY PIZZA

Building to be licensed/Building Address: 20 W BROADWAY (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: PO BOX 2771 (P.O. Box or Number & Street)

JACKSON (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 201-1472 Fax Number: ( ) NA

Business E-Mail Address: joe@yeahbuddypizza.com

FILING FOR
- ☒ **NEW LICENSE**
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF **JACKSON**
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☑ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☑ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS

- ☑ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED

Specify months of your operation: from JAN to DEC

Days of Week (e.g. Mon through Sat): from _____ to _____

Hours of Operation (e.g. 10a - 2a): from 11 am to 9:30 pm

(2/21)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☐ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

   If Yes, please submit a copy of the lease and indicate:

   (i) *When the lease expires, located on page*_____*paragraph*_____of lease.

   (ii) The **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease.
   (Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO

   If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

6. **RESORT LICENSE:** NA

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:** NA

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:** NA

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE: NA

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

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10. LIMITED RETAIL (CLUB) LICENSE: NA

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

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11. LIMITED RETAIL (CLUB) LICENSE: NA

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

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12. LIMITED RETAIL (CLUB) LICENSE: NA

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

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13. If applicant is filing as an <u>Individual, Partnership or Club</u>: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Robert Joseph Hurd	[redacted]			3	50%	[redacted]	
Annmarie D. Hurd				3	50%		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 20th day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Robert Joseph Hurd	President
2)			
3)			
4)			
5)			
6)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Robert (First Name) Joseph (Full Middle Name) Hurd (Last Name)

[redacted] (Date of Birth / Driver License: State / Number)

Male or Female — Circle one

9/20/23
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 20th day of September, 2023.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

2023 Bar and Grill Liquor License Application
Business Information / Plan of Operation

Name of Applicant: JHPizzeria dba Yeah Buddy Pizza

Tell us about your business.
For established businesses:
When did your business open? 2011 (as Pizzeria Caldera), 2021 (as JH Pizzeria)
Are you open year-round? If not, provide when and how long you are closed. Yes.
Provide your annual sales tax payments for the last three years. 2022 = [redacted] 2021 = 2020 = Previous Owner
What is the percentage of your employees who live locally (including surrounding communities)? 100%
Provide the number of parking spaces your business has (excluding street parking). 0
Are you located near a bus stop or pathway system? YES
Have you been involved with community events or public service? Describe. Yes, we donate to Coombs Outdoors + Hole food rescue. As well as food donations to clubs + Events.
For new businesses:
What is the projected opening date for your business? We are already open. We would just extend hours later on some nights.

Will you be open year-round? If not, provide when and how long you will be closed (off-season).

Yes

What are your total sales projections for the next 3 years?

1st year of operation = [redacted]

2nd year of operation =

3rd year of operation =

Will you hire locally (including surrounding communities)?

Yes

Provide the number of parking spaces your business will have (excluding street parking).

Ø

Will you be located near a bus stop or pathway system?

Yes

What are your plans for community involvement or public service?

We will continue to donate to Coombs Outdoors. We also have employee profit sharing bonuses (see below). We will also continue to donate food to events + causes.

All Applicants.

Describe your company structure and leadership team.

The LLC is owned by Joe + Annie Hurd.

Rob Ponce is a Jackson Native and our General Manager.

Mario Lopez + Henry Luca are Jackson natives and our team Leaders.

We share profits with these employees (and broader team) in the form of bonuses.

Describe the nature of your business and what products or entertainment will be provided including alcohol.

We are a pizza restaurant. Currently we serve a bit later on FRIDAY + SATURDAY NIGHT, but without a change to "normal" service. With the new B+G license we would like to have music (live + DJ) on some nights as well as expand our bar service beyond our simple options.

Describe your target market.

Summer visitors, ski season visitors as well as locals. Our customers are general families at lunch + dinner and a younger crowd later at night. We are generally PG-13 later - less rowdy than other spots.

What is the official building capacity?

49 inside dining + 26 balcony dining

Describe frequent events or gatherings that will be held on your property.

Late night pizza slices, beer, wine, drinks as well as fun atmosphere with music (prerecorded, live and/or DJs).

You will be selling a high-addiction product; how will you be involved in the community to address that?

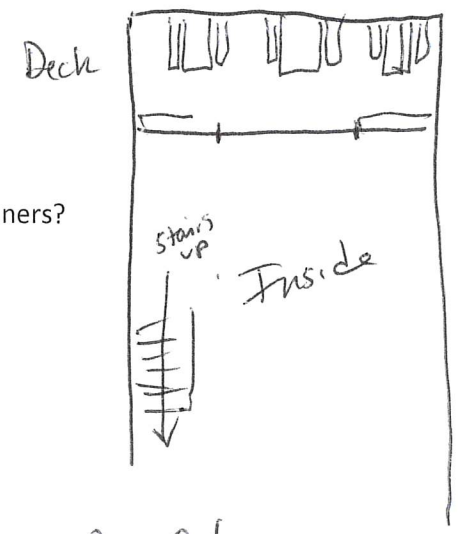
We take our alcohol service seriously. All servers are TIPS trained. We also donate to local causes. We are willing to help causes that help prevent misuse of alcohol.

Describe the process for customers to order alcohol and how it is delivered.

We are bar/counter service. The customer orders at the counter where the server checks their ID. We either serve the drink over the counter or deliver it to their table via the server.

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

We have a small upstairs outside deck
it has 18 seats @ 3 picnic tables
and 8 seats @ 2 bar top tables



What is your plan to keep customers from leaving with open alcohol containers?

① they cannot leave via the deck (no exit)

② we have a door person / host at the steps exit

③ we do not offer "traveling" containers for alcohol

Prepared by:	JOE HARD
Date:	9/20/23

Commercial Lease Agreement
20 West Broadway

This Lease Agreement (the "Lease") is made and entered into to be effective as of May 1, 2021 (the "Effective Date"), by and between **Blue Jay Corporation** ("Landlord"), and JHPizzeria, LLC, a Wyoming limited liability company ("Tenant").

Recitals

Landlord is the owner of real property and improvements located at 20 West Broadway, Jackson, WY 83001, more particularly the East half of Lot 2 Block 1, Wort Addition to the Town of Jackson according to Plat No. 107 (the "Building").

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

1) **Condition Precedent.** Notwithstanding any other provision to the contrary, this Lease shall be null and void unless executed by 5:00 pm MST on May 1, 2021.
2) **Lease of Leased Premises.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the approximately 2,000 sf of second floor (1,175 sf of restaurant space & 825 sf of office space) including the balcony within the Building (the "Leased Premises) on the terms and conditions set forth in this Lease along with main access rights through the stair-case from the street level to the Leased Premises.
3) **Term of Lease**. The term of this Lease shall be for 5 years from noon MST on May 1, 2021 to noon MST on April 30, 2026 (the "Term").
4) **Option**. So long as Tenant is not in default, it shall have the option to extend this lease ("Option to Renew") for one 5-year term (an "Extension Term") by giving Landlord written notice of the exercise of the option no less than 160 days prior to the end of the Term. The Option to Renew is personal to Tenant and its Affiliates (as defined in this Lease) and may not be assigned by Tenant to another Tenant other than an Affiliate. The Extension Term will be on the same terms and conditions as this Lease except that "Rent", as defined below, shall be adjusted at the beginning of the Extension Term based on the market rent for similar space, but in no case shall the adjusted Rent be lower than the previous year's Rent and Tenant shall have no further right of renewal after the Extension Term. If Tenant and Landlord cannot agree on "market rent for similar space," then each party shall seek to reach agreement on a Jackson based appraiser to provide an appraisal value for market rent for similar space and the parties shall share the cost of that appraisal. In the event the parties cannot agree on an appraiser, then each party shall, at its sole expense, appoint a reasonably qualified appraiser to provide an appraisal value for market rent for similar space. If the appraisals are 10% or less apart, the appraisal shall be the average of the two. If the appraisals are more than 10% apart, then the previously selected appraisers shall jointly appoint a third appraiser whose fees shall be shared equally by the parties. That third appraiser shall choose one of the appraised values provided by either Landlord's or Tenant's appraiser.
5) [redacted]
   a. **Payment Terms.** All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time.
   b. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within 10 business days after due, Tenant shall be in Default and shall pay Landlord a late charge of 5% of the of the overdue amount. Additionally, such amounts shall

accrue interest at a rate of 128% per annum compounded monthly from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest and late charges, is paid. Acceptance of the late charge together with the underlying overdue payment does not constitute a waiver of Tenant's Default, nor prevent Landlord for exercising any of the other rights under this Lease.

c. **Security Deposit.** A security deposit of [redacted] shall be deposited with the Landlord at the signing of this lease. This deposit shall be retained by the Landlord during the term of the Lease and shall be used by Landlord to guaranty the full performance of the terms of this Lease by Tenant. If Landlord has applied any portion of the security deposit as a result of Default by Tenant, Tenant shall, within 10 days' notice, replenish the security deposit to its initial amount as often as necessary. Any balance shall be returned to the Tenant within 30 days of the termination or expiration of this Lease. No interest shall accrue on the deposit and the security deposit may not be applied by Tenant to Rent.

d. **Rent increases.** On each anniversary date of this Lease, during the Term and any Extension Term, the Rent shall be adjusted by multiplying the last Rent due by the greater of 103% or the CPI, CPI means the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division. The CPI adjustment will be determined by April 15th of each year and Landlord shall give Tenant notice of the new Rent by April 20 of each year. In the event the CPI adjustment is unavailable at that date, Landlord shall notify Tenant of the adjustment when it becomes available and at least 10 days before the next Rent payment is due and the adjustment shall be retroactive to May 1 of that year.

6) **Operating Expenses – Triple Net.** In addition to the Rent set forth above, Tenant shall pay, monthly in advance, beginning with the due date of the first Rent payment, an estimated amount of [redacted] which represents a monthly estimate of all pro rata (40% of total expenses) costs associated with the Landlord's operation, maintenance and repair of the Building including but not limited to the actual real and personal property taxes, all insurance premiums for insurance required to be carried by Landlord, alarm costs (if any), and other utilities, building and common area maintenance charges including snow removal, repair charges, and property management fees (not to exceed 5% of gross rent receipts for the Building) or other assessments levied or assessed against Landlord (collectively "Operating Expenses"). So long as there is not another tenant in the Building that is a high water user, including but not limited to, a restaurant, hair salon, or medical or dental office, Operating Expenses for water and sewer shall be allocated 90% to Tenant given the use contemplated by this lease. In the event there is another tenant in the Building at any time during the Term or any renewal or extension thereof, the foregoing allocation for water and sewer shall be adjusted and allocated according to such use.

Landlord shall deliver to Tenant a report for the previous calendar year (the "Operating Expense Report") by January 31st of each year during the Term, as it may be extended, setting forth (a) the actual Operating Expenses incurred for the prior year, (b) the amount of Operating Expenses due from Tenant for the prior year, and (c) the amount of Operating Expenses actually paid by Tenant for the prior year. Within 30 days after delivery of the Operating Expense Report, Tenant shall pay to Landlord the amounts due minus the amount paid. If the amount paid by Tenant exceeds the amount due ("Operating Expense Overpayment Amount"), Landlord shall apply the excess to Tenant's payment of Operating Expenses next coming due. Landlord shall have the right, one time during each calendar year, to revise the expected monthly Operating Expenses upon 30 days' advance written notice. Within 30 days following the end of the Term, Landlord shall pay to Tenant any Operating Expense Overpayment Amount, subject to any other amounts due to Landlord from Tenant.

The following shall not constitute "Operating Expenses": (i) leasing commissions, accountants' or attorneys' fees, costs and disbursements and other expenses incurred in connection with other tenants or occupants of the Building or defense of Landlord's title to the Building; (ii) depreciation, ground lease rental, interest on debt or amortization payments on any mortgages or indebtedness of Landlord; (iii) any expenses that under generally accepted accounting principles and practices would not be considered a maintenance or operating expense, subject to capital expenditures that are required due to changes in law that become effective after the Effective Date, which shall be amortized on a straight line basis over the life of the improvement which are Operating Expenses; (iv) salaries, benefits or other compensation paid to leasing agents or employees of Landlord (other than a proportionate expense of a building manager involved in the day-to-day operations or management of the Building; (v) all contributions to political or charitable organizations; (vi) interest or penalties for late payments unless caused by Tenant; (vii) costs reimbursed by insurance or any warranties; (viii) expenses in connection with services or other benefits of a type which are not provided to Tenant but are provided to another tenant or occupant; and (ix) costs incurred by Landlord to comply with its indemnity obligations under this Lease.
Capital Expenditures that are required due to changes in law that become effective after the Effective Date shall be Operating Expenses and amortized on a straight-line basis over the life of the improvement and payable as described herein.

7) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other personal property placed by Tenant in the Leased Premises.
8) **Taxes and Assessments.** Landlord shall pay all real estate taxes and assessments, and any other governmental charges, pertaining to the Building during the Term and Extension Term of this Lease, but subject to Tenant's obligation to reimburse Landlord its proportionate share as Operating Expenses. Tenant, on Landlord's behalf, and at Tenant's expense, shall be entitled to protest any increase in taxes, assessments, and any other governmental charges pertaining to the Leased Premises and Building. Landlord shall cooperate with Tenant, and timely grant to Tenant such consents as may be necessary, to permit Tenant to pursue such protests.
9) **Utilities.** To the extent utilities are metered separately to the Leased Premises, Tenant shall establish, pay for, and maintain all utility accounts in its name. Landlord shall pay all other utility charges subject to the Operating Expenses obligations of this Lease.
10) **Parking.** Tenant does not have the right to use any parking spaces on the alley side of the Building, nor the right to any on street parking to the exclusion of anyone else. The Town of Jackson has 'allocated' 13 parking spaces for the restaurant use and 3 for the office use for the purposes of development rights, each of which shall be and are credited to Tenant for its use of the Leased Premises as a restaurant.
11) **Insurance.**
    a. Landlord, shall maintain, and pass-through a pro rata portion as Operating Expenses, fire and extended "all risk" insurance coverage on the Building at its full replacement cost. To the extend the nature of Tenant's business increases insurance costs for fire and other specific coverage, Tenant shall pay all such increases, not the pro-rata amount.
    b. Tenant, at its cost shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.
    c. Tenant, at is sole cost shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as an additional insured; (c) waiving

the insurer's subrogation rights against the Landlord and their principals, members, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; (e) expressly stating that Tenant's insurance will be provided on a primary and not contributory basis to Landlord's coverage; and (f) providing "dram shop" coverage or liquor liability coverage or coverage for liability arising out of the consumption of alcoholic beverages consumed on or obtained at the Leased Premises, in amounts generally accepted in the industry for such coverage and reasonably approved by Landlord. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis.

d. Within 3 business days of the Effective Date, Tenant shall provide Landlord with certificates of all insurance policies to be maintained by Tenant with evidence of payment of the premiums and shall provide copies or access to such copies of the actual policy upon demand by Landlord.

e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.

12) **Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a pizza restaurant (including storage and associated office uses, and the sale of liquor), or any other uses that may be accepted by Landlord in writing from time to time in Landlord's sole discretion. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, and safe manner, and in accordance with applicable laws, rules and regulations. Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance. Landlord agrees that Tenant may use the Leased Premises for the service of alcoholic beverages. Tenant shall not access the roof on the South half of the Building, absent an emergency.

13) **Smoking Prohibited.** Landlord does not allow, and Tenant agrees there shall be no smoking within the Leased Premises.

14) **Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.

15) **Subordination to Mortgage and Non-Disturbance.** This Lease shall be subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof, on the condition that any lender secured by a mortgage or other security instrument agrees not to disturb Tenant's occupancy pursuant to this Lease so long as Tenant has not breached its obligations under this Lease.

16) **Repair and Maintenance.** Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing and mechanical systems from where they are stubbed into the demising wall – unless such utility line serves other areas in the Building, in that case, Landlord shall be responsible for such maintenance so long as the maintenance requirement was not caused by an act or omission of Tenant) in as good order and repair as it was as of the Effective Date, reasonable wear and tear excepted. All such repairs, maintenance, and replacements required to be performed by Landlord are to be reimbursed as Operating Expenses. Tenant shall be responsible for the repair and maintenance of its heating and cooling systems. This shall include quarterly servicing by a qualified professional. Tenant shall, once a quarter, during the Term, as it

may be extended provide Landlord with evidence of such quarterly servicing. Tenant is also responsible for maintaining grease traps/interceptors and for periodic maintenance of the same to ensure grease is separated from the waste stream – in the event grease enters the waste stream, Tenant shall be responsible for jetting the sewer lines to the tap/saddle in the sewer main line. In the event the HVAC system needs to be replaced, its replacement cost shall be amortized in straight line depreciation in accordance with Internal Revenue Service guidelines and regulations. Tenant shall pay it's proportionate share of the replacement cost during the Term. For the sake of clarity only, if the HVAC has a 20-year depreciable life and if Tenant has a 10 year term, the replacement costs shall be paid ½ by Tenant as additional rent during the balance of the Term and ½ by Landlord.

Landlord shall be responsible for the performance of all repair, maintenance and replacement of all structural elements, roof and exterior walls of the Building, and all sewer, water, electric and gas systems from the point of connection with the utility to the point of entry into demising walls. Landlord's maintenance responsibility for utilities ends at the demising wall unless such utility in the demising wall serves more than just the Leased Premises, all of which shall be Operating Expenses. In the event an item under Landlord's responsibility needs replacement, the replacement cost shall be amortized in straight line depreciation in accordance with Internal Revenue Service guidelines and regulations during the term of this Lease, for the sake of clarity only, an item with a 40-year depreciable life, if the Tenant had a 20-year Term, shall be paid one half by Tenant as Operating Expenses and one half by Landlord. Further, in the event an item under Landlord's general responsibility is damaged through acts or omissions of Tenant, Tenant shall be responsible for that item's replacement, but the replacement cost shall be amortized in straight line depreciation during the term of this Lease.

In the event Tenant seeks to make repairs which under the terms of this Lease would be Landlord's responsibility, it shall seek advance written approval to do so, which approval from Landlord shall not be unreasonably withheld. If Tenant makes such repairs, Landlord shall reimburse Tenant for such work, minus Tenant's proportionate share as set forth in the Section Operating Expenses and such reimbursement shall be made within 45 days of written demand by Tenant.

17) **Landlord's Access.** Landlord and its representatives may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: a) inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; b) in order to make repairs, additions or alterations as Landlord deems necessary; c) to post notices of non-responsibility under mechanics' lien law; d) to show the Leased Premises for sale, lease or mortgage financing; or e) for any other reasonable purposes. In the event Tenant changes any locks, Landlord shall be provided with new keys. Landlord shall use commercially reasonable efforts during such access to not unreasonably interfere with Tenant's use of the Leased Premises or its business operations therein.

18) **Improvements.**

a. **Landlord.** Landlord shall have the right to make such improvements, additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises which cost shall be Operating Expenses. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

b. **Tenant.** Tenant shall make no improvements, additions repairs or alterations ("Improvements") to the Leased Premises without first obtaining the written consent of Landlord. All permanent, non-movable Improvements and the "permanent equipment" identified on Exhibit A of this

Lease (as opposed to moveable personal property, trade fixtures, furniture, and the "movable equipment" delineated on Exhibit A) made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise provided in this Lease. If Landlord, at the time it approves certain Improvements gives Tenant notice that such items will have to be removed at the termination of this Lease, Tenant shall remove such Improvements and restore the Leased Premises to the condition which existed prior to such Improvements being made to the Leased Premises. Following written consent of the Landlord to any Improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. All contracts for such items shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises.

19) **Employee Housing Exaction Fees.** In the event the Town of Jackson requires the payment of employee housing exaction fees, Tenant will be responsible for the payment of such fees, minus any applicable credits Landlord can obtain due to prior uses. These fees shall be amortized on a straight-line depreciation over 10 years. So long as the Lease is not terminated because of a default by Tenant, Landlord shall reimburse Tenant for a percentage of the amount paid by Tenant for employee housing exaction fees above the credit obtained by Landlord. For example only, if Tenant had a 5 year term with no extensions, Tenant would be reimbursed one half of the exaction fee paid by Tenant. Landlord shall support and participate in an application for a variance by Tenant to vary the housing exaction fees whether Tenant files solely or jointly with other Tenants in the Building. Further, Landlord will continue to use its best efforts to maximize the existing credits of housing exaction fees.

20) **Assignment Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises in any way or permit the use of any part thereof by any subtenant, licensee or concessionaire, provided however that Tenant may assign this Lease or sublet the Premises to an "Affiliate" as defined herein without the prior written consent of Landlord so long as Tenant provides Landlord written notice of such assignment or sublease, and further provided, in the event of such assignment or sublease, Tenant shall not be released of any liability hereunder. Further, Robert Hurd is a "key person" to the success of Tenant's business and his involvement and control of Tenant is a material consideration for Landlord entering into this Lease. Tenant cannot sell, convey, or assign any membership interest in Tenant that would cause Robert Hurd to have less than 51% control as to the Tenant entity or Affiliate without Landlord's written consent. For the sake of clarity, Landlord understands that Tenant may seek additional financing however, Robert Hurd must retain direct and indirect control over Tenant or any Affiliate, but is allowed to seek additional financing, including equity financing. Landlord shall be entitled to review the financials of any proposed purchaser of a Membership interest in the Tenant and Landlord's consent may be withheld in Landlord's sole discretion. In the event Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms of this Lease. This Lease shall not be assignable incident to a divorce. For purposes herein, "Affiliate" shall be an entity which is controlled by, or in common control of Tenant, or a subsidiary or related entity to Tenant, or an entity in which Robert Hurd has at least 51% control, provided, in all events, Robert Hurd must have at least 51% control of any Affiliate unless otherwise consented to in writing by Landlord.

21) **Signs.** Tenant may continue to use and maintain the existing signage of the prior tenant of the Leased Premises. In the event Tenant wishes to change any such existing signage, Tenant shall have the right to erect and maintain the same, on or about the Leased Premises, upon prior written approval of the Landlord, not to be unreasonably withheld, delayed or conditioned.

22) **Trade Fixtures.** As of the date of this Lease, Landlord and Tenant agree that the items in Exhibit A designated as "permanent equipment" shall not be removed from the Leased Premises upon any expiration or termination of this Lease, and that the items labeled "movable and removable" together with any other Trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and may be removable at any time by it on or before the termination hereof by lapse of time or otherwise subject to: if the removal of a Trade Fixture installed after the date of this Lease would leave the Leased Premises damaged which damage cannot be patched, such as removal of booths, and bars where the underlying floor cannot be fixed or patched, then such Trade Fixture may not be removed by Tenant. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination hereof, and shall become the sole property of Landlord. Nothing herein shall prevent Tenant from maintaining or replacing the items delineated on Exhibit A as "permanent equipment" provided Tenant obtains the prior written consent of Landlord pursuant to section 18.b above.

23) **Tenant's Covenants.** Tenant covenants that it shall:

a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;

b. Give to Landlord prompt written notice of any accident, fire defect, or damage occurring on or to the Leased Premises;

c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;

d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances (it being agreed that use of the Leased Premises as a restaurant produces certain odors and Landlord agrees the same are not to be deemed objectionable);

e. Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any lien is filed against the Leased Premises, Tenant shall either cause it to be discharged within 30 days after the date of the filing, or if Tenant, in its discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant fails to discharge such lien within such period, or fails to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs, including Landlord's attorney fees, shall be considered additional sums due under this Lease. Nothing in this section shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law;

f. Not permit anyone other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;

g. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord, so long as Landlord has provided Tenant prior written notice of the same and that the same do not materially or unreasonably interfere with Tenant's rights under this Lease or Tenant's use of and operations in the Leased Premises.

h. Not do or allow anything objectionable to the insurance companies insuring the Leased Premises, which would void or suspend those insurance policies, or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this

covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Operating Expenses its pro rata portion any increase in insurance premiums;

i. Knowingly or willfully permit waste upon the Leased Premises or any other nuisance;

j. Take no action to encumber any of Tenant's assets that are used in connection with the operation of the business in the Leased Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion; and

k. In the event the Town of Jackson or Teton County imposes any increased real property tax assessment or increased mill levy, Tenant shall pay to Landlord as Operating Expenses its pro rata portion of any such increase.

24) **Landlord's Covenants of Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.

25) **Sale of Leased Premises.** Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this Lease as amended or extended which shall remain in full force and effect.

26) **Payment After Termination**. Should tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month to month tenant on all terms of this Lease and the Rent during any such period shall be 150% of the last Rent.

27) **Surrender of Leased Premises.** Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made during the term other than Trade Fixtures as set forth above or as provided in Exhibit A. Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the end of this Lease shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned personal property and trade fixtures from the Premises and such costs shall be considered additional sums due under this Lease.

28) **Damage or Destruction to Leased Premises.** So long as insurance proceeds related to any claim for damage are available, if the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's agents, visitors, licensees, invitees or sub-tenants, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall cause such damage to be repaired, and Landlord's out-of- pocket costs, including deductibles, shall be considered Operating Expenses, and the Rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenantable only in part, so long as insurance proceeds are available, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenantable but Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Operating Expenses. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable and cannot be repaired within 6 months of the occurrence of the event, Landlord shall, at its option, either: (i) so long as insurance proceeds are available, cause such damage to be repaired at its expense and the Rent, during such period of repair, shall be abated in whole but there shall be no extension of the term of this Lease as a result of such abatement; or (ii) declare the balance of the Term hereof to be null and void and terminate

the Lease. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence or intentional acts of Tenant or Tenant's employees, guests, invitees, agents, licensees or sub-tenants, there shall be no apportionment or abatement of Rent during the Term hereof, Tenant shall be solely responsible for restoring the Leased Premises, and termination of this Lease shall be at the discretion of the Landlord. If any such damage or destruction occurs during the last two (2) years of the Term or any Extension Term, and the Premises is either partially or wholly untenantable, Tenant shall have the right to terminate this Lease upon written notice to Landlord within sixty (60) days following such damage or destruction.

29) **Tenant's Property.** Except in the case of Landlord's gross negligence or willful misconduct or that of its agent, employees or contractors, Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, unless such damage shall be caused by the willful act or gross neglect of Landlord or its agents, employees or contractors.

30) **Default by Tenant.**

a. Failure to pay Rent, Operating Expenses, or any other sum due under this Lease which failure continues for 10 business days following the original due date constitutes a Default. Failure to pay Rent or Operating Expenses when due more than twice in a calendar year shall, without any further notice or time to cure, constitute a Default. The filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of 30 days after written notice (or up to 90 days so long as such cure cannot be reasonably cured within such 30 days and Tenant has promptly commenced cure and proceeded with such cure) of such failure constitutes a Default. In the event of a Default, Landlord may: (i) terminate the Lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord, subject to applicable law. Both remedies of Landlord may be taken in accordance with applicable law. Further, so long as Landlord has provided the required notice herein and otherwise proceeded in accordance with applicable law, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer.

b. If Landlord terminates the Lease as a result of a Default by Tenant, it may, subject to applicable law, remove Tenant and its property from the Leased Premises without liability. Tenant shall remain liable for all Rent, Operating Expenses, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be due and payable by Tenant to Landlord at the time proscribed by the Lease and shall accrue interest as set forth in this Lease, less any mitigated damages.

c. If Landlord elects not to terminate and to re-enter the Leased Premises, no such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless

termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses and Tenant shall pay to Landlord all such expenses as Operating Expenses. If the proceeds from re-leasing are, after payment of expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.

d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or equity. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of termination or of Tenant's right to possession, the acceptance of such payment shall not affect the termination or reinstate Tenant's right to possession.

31) **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.

32) **Involuntary Assignment and Bankruptcy.** Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within 20 days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

33) **Waiver of Breach.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.

34) **Attorneys' Fees.** In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge, mediator, or arbitrator "which party is the prevailing party" to such lawsuit.

35) **Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, sub-tenants and guests. If Landlord is made a party to any litigation commenced by or against Tenant, its agents, licensees, business invitees, concessionaires, contractors, customers, employees or subtenants, other than an action instituted by Tenant against Landlord, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Landlord shall

indemnify Tenant and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about the common areas, or related to any breach of this Lease by Landlord, or arising from the gross negligence or intentional misconduct of Landlord or its agents, employees or contractors.

36) **Notices.** Notices required to be given to the parties to this Lease shall be transmitted by one of the following methods: email; hand delivery; fax; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when sent via email or fax, when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. *Irrespective of the method of notice selected, notice shall also be given via email.*

To Landlord:
Blue Jay Corporation
Att: Jim Darwiche
PO Box 1677
Jackson, WY 83001
sadekd@gmail.com

To Tenant:
JHPizzeria, LLC
Attn: Robert J. Hurd
295 Nelson Drive
Jackson, WY 83001
hurd799@gmail.com

37) **Entire Agreement.** This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

38) **Miscellaneous.**

a. Time is of the essence.
b. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.
c. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition of this Lease.
d. All the terms of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives.
e. This Lease shall be construed and enforced in accordance with and pursuant to governing Wyoming law.

f. Tenant may not set off against Rent or Operating Expenses, or other sums due any claims that Tenant has or thinks it has against Landlord.

g. This Lease may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.

h. Tenant shall at any time upon not less than ten (10) business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord, or its designee, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or mortgagee to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.

i. The parties agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.**

j. No amendment or modification hereof shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.

k. To the extent permitted by law, Tenant waives any claims it may have against Landlord for business interruption, and any other consequential or exemplary damages.

39) **Assignment by Landlord**. Landlord may, in its sole discretion, assign this lease subject to the terms and conditions of this Lease which shall remain unaffected and in full force and effect.

40) **No Reservation of Option**. Submission of this instrument for signature by Tenant does not constitute an offer or option for lease and is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

41) **Representations and Warranties by Landlord**. Landlord represents and warrants that to the best of Landlord's knowledge without further due diligence, the Leased Premises and the property on which the Leased Premises is a part does not contain any hazardous materials or substances, and that there have been no prior releases, spills or contamination of hazardous materials or substances on such property or the building in which the Leased Premises is a part.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Blue Jay Corporation
By: Jaafar Darwiche, President
Dated: 4-2-21

Tenant:

JHPizzeria, LLC
By: Robert J. Hurd, President
Dated: 5-1-21

12/1/201
1 display case
12/1/201
1 smallwares

12/1/201
1 point of sale system
1/1/2012 prep table, maple block
1/6/2012 Dishwasher
1/6/2012 dish table, dirty side, pre-rinse faucet
1/6/2012 dish table, clean side
1/6/2012 freezer, reach-in
1/6/2012 cooler, back-bar w/ taps
1/6/2012 storage shelves
1/6/2012 bar stools
2/7/2012 slicer, Globe
5/1/2012 deck furniture
5/1/2012 deck heaters
6/1/2012 induction burner
6/1/2012 shop vac
10/1/201
2 ice machine
1/1/2013 induction burner
3/31/201
3 table tops
2/1/2014 oven, toaster
2/1/2014 oven, microwave
4/3/2014 awnings
8/7/2014 immersion blender
10/7/201
4 food processor
12/3/201
4 bar stools
1/1/2015 shelving
5/1/2015 towel dispensers
5/1/2015 soap dispensers
5/1/2015 cooler, wine
6/1/2015 oven, convection
6/1/2015 canvas
8/1/2015 water heater

12/1/201

1 woodstove oven

PERSONAL GUARANTY

In consideration for Landlord's entry into that certain lease effective May 1, 2021, between Blue Jay Corporation, ("Landlord"), and JHPizzeria, LLC ("Tenant"), for the premises known as 20 West Broadway, Jackson, WY (the "Lease"), the undersigned (hereinafter the "Guarantor"), subject to the terms and conditions herein, hereby unconditionally guaranties the payment by Tenant to Landlord, of the "Rent", "Operating Expenses" as defined in the Lease and all other sums to become due under the Lease, and the faithful performance by Tenant of all terms, covenants, and conditions of the Lease,. This is a continuing guaranty, and shall terminate upon payment by Tenant of all sums under the Lease and upon performance by Tenant of all its duties and obligations under the Lease.

This guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease. This guaranty shall not be released, extinguished, modified or in any way affected by failure on the part of Landlord to enforce any or all of the rights or remedies of Landlord, whether pursuant to the terms of the Lease or at law or in equity.

Guarantor hereby waives notice of any default by Tenant in the payment of any of the rental or other sums or performance by Tenant of the terms, covenants, and conditions of the Lease. Guarantor consents that Landlord may from time to time extend the time for performance or otherwise modify, alter or change the Lease and any of its provisions and may extend the time for payment of the Rent, Operating Expenses, and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging Guarantor from the obligations under this guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is explicitly waived.

Guarantor further consents that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust its legal remedies against Tenant, or apply or exhaust any security held by Landlord to secure Tenant's performance under the Lease. This guaranty may be immediately enforced upon any Default (as defined in the Lease) by Tenant under the Lease.

If a bankruptcy petition should at any time be filed by or against the Tenant, this shall not affect Guarantor's obligations. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then Guarantor's obligation will remain as an obligation to Landlord and will not be considered as having been extinguished. In the event that, pursuant to the Bankruptcy Code or any judgment, order or decision thereunder, Landlord must rescind or restore any payment, or any part thereof, received by Landlord in satisfaction of the obligations under the Lease (including pursuant to any settlement entered into by Landlord in its discretion), all obligations under this Guaranty shall be reinstated as though such payment had been due but not made at such time and remain in full force and effect and any prior release or discharge from the terms of this Guaranty given to Guarantor shall be without effect. It is the intention of Landlord and Guarantor that Guarantor's obligations hereunder shall not be discharged except by its performance of such obligations and then only to the extent of such performance.

Guarantor agrees to pay, in addition to all sums that may become due under the Lease, all reasonable attorney fees and costs and expenses of enforcement of the Lease and this guaranty. This guaranty is entered into and requires performance at Jackson, Wyoming. All proceedings with respect to this guaranty shall be commenced only in Teton County, Wyoming.

This guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, beneficiaries, legal representatives, successors, and assigns; provided that, notwithstanding the foregoing, the death or legal incapacity of Guarantor shall not operate to cause the guaranteed obligations to be a fully matured, payable debt if the representative or legal guardian of Guarantor or Guarantor's estate shall provide a substitute guarantor of the guaranteed obligations reasonably acceptable to the sole satisfaction of Landlord within sixty (60) days of such death or legal incapacity.

Guarantor agrees to pay, in addition to all sums that may become due under the Lease, all attorney fees and costs and expenses of enforcement of the Lease and this guaranty. This guaranty is entered into and requires performance at Jackson, Wyoming. All proceedings with respect to this guaranty shall be commenced only in Teton County, Wyoming.

The undersigned has executed this guaranty at 35 W Deloney, as of 5.1.21, 2021

Robert J. Hurd
Date: 5.1.21

Yeah Buddy Pizza

Open: Every Day at 11am // Delivery after 4:30pm

Yeah Buddy Pizza

20 West Broadway, Jackson, WY More Info

Pickup Delivery

ASAP

Search

Popular Items

Cheese (Build Your Own Pizza)

House-made San Marzano red tomato sauce and mozzarella cheese, then add any additional toppings. *price includes 75¢ box fee.

$15.75

Pepperoni

House-made San Marzano red tomato sauce, mozzarella, pepperoni. *price includes 75¢ box fee.

$17.75

Garlic Bread

Yeah Buddy Pizza

Pepperoni

House-made San Marzano red tomato sauce, mozzarella, pepperoni. *price includes 75¢ box fee.

$17.75

Milo

(Vegetarian) House-made San Marzano red tomato sauce, mozzarella, spinach, mushrooms, artichoke hearts, roasted garlic. *price includes 75¢ box fee.

$19.75

Porcellino

House-made San Marzano red tomato sauce, Mozzarella, pork sausage, Applewood smoked bacon, mushrooms, spinach, roasted garlic, fresh sage. *price includes 75¢ box fee.

$20.75

Elk Piccante

House-made San Marzano and garlic red tomato sauce, Mozzarella, house-made elk sausage, roasted red peppers, onion, fresh Mozzarella, basil. *price includes 75¢ box fee.

$20.75

Funghi

(Vegetarian) House-made white garlic cream sauce, fresh mozzarella, mushrooms, truffle oil, kosher salt, black pepper, fresh arugula on top *price includes 75¢ box fee.

$19.75

Bisonte

House-made San Marzano red tomato sauce, Mozzarella, house-made bison sausage, yellow pepper, red onion, fresh sage. *price includes 75¢ box fee.

Yeah Buddy Pizza

Super Mario - Supreme

House-made San Marzano red tomato sauce, mozzarella, pepperoni, elk sausage, roasted green pepper, red onion, olives, mushroom and fresh basil. *price includes 75¢ box fee.

$20.75

Carne con Carne - Meat Lovers

House-made San Marzano red tomato sauce, mozzarella, pepperoni, pork sausage, applewood smoked bacon, prosciutto *price includes 75¢ box fee.

$20.75

Luigi

House-made roasted garlic white sauce, Fresh mozzarella, house-made pork sausage, green pepper, roasted garlic, with fresh basil, balsamic reduction and fresh lemon squeezed after cooking *price...

$20.75

WaLuigi

Luigi's spicy twin brother. House-made roasted garlic white sauce, Fresh mozzarella, house-made pork sausage, fresh Jalapeños, roasted garlic, with fresh basil, balsamic reduction and fresh lemon...

$20.75

Salad

Mista Mixed Greens

Organic mixed greens, shaved carrot, sunflower seeds, Wonderful Wyoming honey apple-cider vinaigrette.

$12.00

Caesar

Yeah Buddy Pizza

$18.00

Beverage

Bottled Drinks

$0.00

Fountain Drinks

$3.00

Italian Torani Blood Orange Lemonade Soda

Soda water, Torani Blood Orange, lemonade, with our without cream.

$5.00

Italian Torani Raspberry Soda

Soda water, Torani Raspberry, with or without cream

$5.00

Iced Tea

Unsweetened.

$3.00

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10917

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

EXPIRATION DATE: 5/2/2024

Issued to:

YEAH BUDDY PIZZA
20 W BROADWAY
JACKSON, WY 83001

JH PIZZERIA LLC
ROBERT (JOE) HURD
PO BOX 2771
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

FIRSTwestern
TRUST

JACKSON HOLE

September 20, 2023

To whom it may concern:

JHpizzeria, LLC has been a customer since 2021. All their accounts are in good standing with the bank.

The company's mailing address is:

Jhpizzeria LLC
PO Box 2771
Jackson WY 83001-2771

Our primary contact for the company is Joseph Hurd

Sincerely,

Mike Eden
Market President

890 W. Broadway PO Box 890 Jackson, WY 83001
307.739.9000 myfw.com

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	JHPizzeria LLC
Filing ID	2021-000983033
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	02/23/2021 8:50 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

20 W. Broadway
Jackson, WY 83001

Mailing Address

20 W. Broadway
PO Box 2771
Jackson, WY 83001

Registered Agent Address

Robert J Hurd
295 Nelson Dr
PO Box 1386
Robert J Hurd
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Nathan Brandenburg 775 Prairie Center Drive, Suite 400, Eden Prairie, MN 55344

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	JHPizzeria LLC
Filing ID	2021-000983033
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2023
License Tax	$60.00	AR Exempt	N	AR ID	08133717
AR Date	2/2/2023 10:33 AM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address

Principal Address

20 W. Broadway
Jackson, WY 83001

Mailing Address

20 W. Broadway
PO Box 2771
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
07033746	Original	01/20/2022	2022	$60.00
08133717	Original	02/02/2023	2023	$60.00

Amendment History

ID	Description	Date
2023-004009371	Delinquency Notice - Tax	02/02/2023
2021-003442542	Change of Agent	10/08/2021

Registered Agent # Changed From: 0162225 To: 0243603
Registered Agent Organization Name Changed From: C T Corporation System To: No Value
Registered Agent First Name Changed From: No Value To: Robert
Registered Agent Middle Name Changed From: No Value To: J
Registered Agent Last Name Changed From: No Value To: Hurd
Registered Agent Physical Address 1 Changed From: 1908 Thomes Ave To: 295 Nelson Dr
Registered Agent Physical Address 2 Changed From: No Value To: PO Box 1386
Registered Agent Physical Address 3 Changed From: No Value To: Robert J Hurd
Registered Agent Physical City Changed From: Cheyenne To: Jackson
Registered Agent Physical County Changed From: Laramie To: Teton
Registered Agent Physical Postal Code Changed From: 82001 To: 83001

2021-003276777	Contact Update	07/20/2021

Contact Update Date Changed From: No value To: 07/20/2021

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	JHPizzeria LLC		
Filing ID	2021-000983033		
Type	Limited Liability Company	Status	Active

See Filing ID	Initial Filing	02/23/2021

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees:
- Annual Fee: $ _____
- Prorated Fee: $ 3164.70
- Transfer Fee: $ _____
- Publishing Fee: $ 100.00

Date filed with clerk: 9 / 22 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 (Month) / 12 (Day) / 23 (Year) through 3 (Month) / 31 (Day) / 24 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Just Juice, LLC

Trade/Business Name (dba): KALU

Building to be licensed/Building Address: 140 N. CACHE STE C (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: PO Box 10052 (P.O. Box or Number & Street)

JACKSON (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 699-4151 Fax Number: ( )

Business E-Mail Address: justjuicejh@gmail.com

FILING FOR
- ☒ **NEW LICENSE**
- ☐ TRANSFER OF LOCATION
- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF **JACKSON**
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☑ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS
- ☑ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED

Specify months of your operation: from January to December

Days of Week (e.g. Mon through Sat): from Monday to Sunday

Hours of Operation (e.g. 10a - 2a): from _____ to _____

M-T → 7:am - 10 pm

F-S → 7am - 2pm

Sun → 7am - 10 pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☐ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

   If Yes, please submit a copy of the lease and indicate:

   (i) When the lease expires, located on page 1 paragraph 3 of lease.

   (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 4 paragraph 9 of lease.
   (Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☑ YES ☐ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☑ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☑ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☑ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☐ NO

   If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

6. **RESORT LICENSE:**

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Katherine Quintero Reina	[redacted]			2	50%	[redacted]	
Luis Alberto Gomez Vazquez				2	50%		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 14 day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Luis Gomez	Luis Alberto Gomez Vazquez	owner
2)	Katerine Quintero	Katerine Quintero.	owner
3)			
4)			
5)			
6)			

SHILA M ARELLANO – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 28, 2025

Witness my hand and official seal: _____
Signature of Notary Public

My commission expires: 05-02-24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Katerine (First Name) _____ (Full Middle Name) Quintero. (Last Name)

[redacted] Driver License: State / Number

Male or (Female)
Circle one

09.14.23
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14 day of September, 2023.

(SEAL)

SHILA M ARELLANO – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 28, 2025

Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Luis (First Name) Alberto (Full Middle Name) Gomez Vazquez (Last Name)

[redacted]

(Male) or Female
Circle one

09/14/23
Date Signed

Gomez Vazquez Luis A.
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14 day of September, 2023.

SHILA M ARELLANO – NOTARY PUBLIC
(SEAL) COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 28, 2025

Notary Public or officer authorized to administer oaths

Rev 4/20

JUST JUICE LLC
KALU
140 N CACHE ST/PO BOX 10052
JACKSON, WY 83002

MEMO: Bar and Grill License Proposal

Prepared for: The Town of Jackson, Town Council

Prepared by: Katherine Quintero and Luis Gomez, Owners

Purpose

In this proposal, Kalu is applying for a Bar and Grill license in Jackson, Wyoming. The primary goal is to establish a venue that promotes cultural integration, provides safe entertainment, and meets the needs of our diverse community. Through the fusion of Latin cuisine, themed events, and a welcoming atmosphere, we seek to create a unique space where the community can enjoy moments of entertainment without the hassle of traveling out of town.

Business Overview

Kalu restaurant began business in May of 2021 with the owners being from Mexico and Colombia they bring a diverse cuisine to the Town of Jackson. Kalu focuses on celebrating the rich diversity of the Latinx culture and merging it with our local community. Through a careful selection of authentic and delicious dishes from Latin cuisine, we seek to satisfy the palates of all our customers. In addition, Kalu creates a welcoming and festive atmosphere, decorated with representative elements of the Latinx culture, which encourages interaction and mutual enjoyment among the different cultural communities present in the Town of Jackson.

Goal and Objectives

Community Analysis: The Town of Jackson has a significant Latinx population that currently lacks a venue that offers entertainment tailored to multiple cultural preferences. The lack of local options forces residents to travel to other areas in search of different options. This displacement is not only inconvenient for residents but can also be dangerous during winters when the roads become risky, and closures happen. Currently, the three commonly known venues that host night entertainment, have a lack of Latinx programs or activities such as Salsa night or Cumbia night. Kalu Restaurant can fill the gap of inclusivity in the Town of Jackson with a Bar and Grill License following other special licenses for private events. Approving an additional venue located near the Town Square would also be beneficial as more visitors coming through this area are from diverse backgrounds and can feel inclusive.

Description of the Bar and Grill concept: Kalu, will focus on celebrating the rich diversity of the Latinx culture and merging it with our local community. Through a careful selection of authentic and delicious dishes from Latin cuisine, we seek to satisfy the palates of all our customers. In addition, we will create a welcoming and festive atmosphere, decorated with representative elements of the Latinx culture, which encourages interaction and mutual enjoyment among the different cultural communities present in the Town of Jackson.

Benefits and advantages for the community: Our establishment will offer a series of benefits and advantages for the Jackson community:

- Provide a safe place: Kalu will implement appropriate security measures, including trained first aid staff and security systems, to ensure that our customers always feel safe.
- Latinx Option within reach; By establishing a Bar and Grill in the Town of Jackson, we save community members from having to travel long distances in search of entertainment and social gathering. This not only reduces the risks associated with driving in adverse weather conditions but also promotes the Town's new implementation of inclusivity.
- Venue for Music and Dance: Kalu recognizes the importance of music and dance in Latinx culture. We will provide a suitable space where the community can occasionally enjoy live music and dance, thus encouraging cultural expression and fun.
- Cultural Gathering: Kalu will become a meeting point where the whole community can interact and get to know each other. Through themed events, activities, and special promotions, we seek to promote mutual understanding and celebrate diversity.

Collaboration with the community to ensure successful integration. Kalu is committed to working closely with the local community by seeking the participation of local artists, musicians, and community groups to contribute to the business objective.

Collaboration with the community to ensure the safety and well-being of our customers. Kalu is committed to implementing effective measures to prevent and address excessive alcohol consumption. We recognize that responsible alcohol consumption is essential to creating a safe and respectful environment for all visitors. A couple of strategies to protect our customers include:

- Staff Training: All staff, including bartenders and servers, will receive extensive training in responsible alcohol service. This will include recognizing the signs of intoxication, managing difficult situations, and knowing the laws and regulations related to the sale and consumption of alcohol. Our staff will be committed to fostering a safe and responsible environment.
- Implementation of clear policies: We will establish clear internal policies on the service of alcohol, including consumption limits and restrictions for sale to underage or visibly intoxicated persons. We are committed to strictly complying with Wyoming State Laws and regulations regarding the sale and consumption of alcohol.
- Promotion of responsible consumption: Through posters and informative materials in our establishment, we will educate our clients about the risks of excessive alcohol consumption, and we will promote the importance of drinking responsibly. We will encourage moderate consumption and offer non-alcoholic beverage options for those who want alternatives.

Collaboration with transportation services. We will seek to establish partnerships with local transportation services, such as taxis or ride-sharing services, to offer safe return home options for our customers. We will actively promote the use of these services and discourage driving under the influence of alcohol.

Continuous monitoring. Our staff will be attentive to any signs of intoxication or inappropriate behavior related to alcohol consumption. We reserve the right to deny service to anyone who shows signs of intoxication or behaves irresponsibly. In addition, we will fully cooperate with local authorities if their intervention is required. We are committed to ensuring the safety and well-being of our clients, promoting a responsible and respectful environment. Prevention of excessive alcohol consumption is critical to ensuring a positive and safe experience for all visitors to our restaurant.

JUST JUICE LLC
KALU
140 N CACHE ST/PO BOX 10052
JACKSON, WY 83002

Expected Business Expansion

Out of State Business Growth- Kalu LLC will incorporate the essence of Jackson, Wyoming, to other communities and spread awareness of what our community has to offer. We will begin with a gradual expansion strategy.

- Research: Kalu will research markets in other states and select locations that share demographic and cultural similarities with Town of Jackson
- Modifications: Adapt our marketing approach to highlight the unique characteristics of the selected area. (For example, if a prospective location has beaches, we will promote the coastal experience, but maintain the quality of our food and drinks.)

Additionally, we will work closely with the local communities in which we establish ourselves. Kalu will be an active part of each community in which we operate and be a place where people feel welcome and cared for.

Description of the Bar and Grill concept. Kalu LLC would like to keep the concept of our Jackson, Wyoming location but design the interior of the establishment for comfortability for all ages. We will have spacious seating areas that allow families to enjoy their meals without feeling cramped.

- Child Friendly Space: Provide highchairs and special children's menus, making sure little ones feel welcome.
- Special Diet Menu: The menu will be diverse and balanced, offering options for all members of the family. This will include main courses, vegetarian and vegan options, as well as children's menus with appropriate portions and healthy options.
- Quality of Produce: Kalu will work with local suppliers to ensure freshness of ingredients and support the local economy.
- Activities and Entertainment: Kalu will host events and activities for families on specific days of the week such as family trivia nights, and live music suitable for all ages.

Attracting Diverse Tourism. Attracting tourism to any location is essential to the success of our Bar and Grill and the community at large. To achieve this, we will implement a solid and diversified marketing strategy.

- Social media: Kalu will use any means of social media to promote our establishment and attract a wider audience. We will post engaging visual content that highlights the beauty of towns and cities with the events we offer.
- Collaboration with local tourism agencies to promote our business: This will include special packages for tourists that include meals at our establishment and local activities. We will also explore partnerships with hotels and inns to offer discounts to guests visiting our area.
- Establishment location: Kalu will sec Highlighting the area's natural beauty and outdoor activities is key to attracting visitors. We will provide information about hiking trails, biking tours and other outdoor activities in the area.

Thank you for your consideration.

BANK OF JACKSON HOLE

September 12th, 2023

Just Juice LLC DBA Kalu
140 N Cache ST
Jackson, WY 83001

Bank Verification Letter: Just Juice LLC DBA Kalu

To Whom It May Concern,

At the request of our customer Katerine Quintero Reina, please be advised of the following information. Just Juice LLC DBA Kalu has maintained a Business Checking Account with Bank of Jackson Hole since April 28th, 2022. As of September 12th, 2023 the average balance in the account is: [redacted] The account & routing number is as follows:

- [redacted]
- [redacted]

Please feel free to reach out to me at 307-733-8064 if you have any questions.

Sincerely,

Elizabeth Vazquez Hernandez
Associate Banker | Town Square
Bank of Jackson Hole, a Division of NBH Bank
10 E Pearl Ave., Jackson WY 83001 (Fed Ex & UPS) | PO Box 7000, Jackson, WY 83002 (US Mail)
Phone: 307-732-8064 | evazquez@bojh.com | www.bojh.com

Commercial Lease Agreement
TRIPLE NET
(Hereford Capital and Just Juice)

This Lease Agreement (the "Lease") is made and entered into to be effective as of the date of the last signature below (the "Effective Date"), by and between Hereford Capital, LLC, a Wyoming limited liability company ("Landlord"), and Just Juice, LLC, a Wyoming limited liability company ("Tenant").

Recitals

Landlord is the owner of real property and improvements located at 140 North Cache Street, more particularly, Suite C, comprised of approximately 4,000 square feet total on the first and second floor (the "Leased Premises"), within the approximately 9,936 sf building (the "Building") located at Lot 1 of Block 1 of the W.W Smith Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the County Clerk, Teton County, Wyoming, on August 26, 1912 as Plat No. 105, PIN: 22-41-16-27-3-12-007.

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

1) **Lease of Leased Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord the Leased Premises, on the terms and conditions set forth in this Lease. Tenant shall have a license to use the common areas of the Building.
2) **Term of Lease**. The term of this Lease shall begin at noon MST on December 1, 2021, and end at noon MST on December 1, 2026 (the "Term").
3) **Rent and Payment.** Tenant agrees and covenants to pay as rent (the "Rent") in accordance with the following terms:
    a. **Rent abatements.** No rent is due to Landlord from Tenant in December of 2021. No rent is due to Landlord from Tenant in January of 2022.
    b. [redacted]
    c. [redacted]
    d. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within 10 business days after due, Tenant shall be in Default and shall pay Landlord a late charge of 12% of the overdue amount. Additionally, such

for by other tenants, third-parties or insurance proceeds; and (ix) costs incurred by Landlord to comply with its indemnity obligations under this Lease.

Capital expenditures that are required due to changes in law that become effective after the Effective Date shall be Operating Expenses and amortized on a straight-line basis over the life of the improvement and payable as described herein.

5) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.
6) **Property Taxes and Assessments.** Landlord shall pay all real estate taxes, assessments, and all other governmental charges, assessments or taxes pertaining to the Leased Premises and Building during the Term of this Lease, but subject to Tenant's obligation to reimburse Landlord for such items in accordance with the Operating Expenses provisions in this Lease. Tenant, on Landlord's behalf, and at Tenant's expense, shall be entitled to protest any increase in taxes, assessments, and any other governmental charges pertaining to the Leased Premises and Building. Landlord shall cooperate with Tenant, and timely grant to Tenant such consents as may be necessary, to permit Tenant to pursue such protests.
7) **Utilities.** Subject to the obligations in Paragraph 4, to the extent utilities are metered separately to the Premises, Tenant shall establish, pay for, and maintain all utilities accounts in its name. Tenant shall be solely liable for any loss, damage, or injury from Tenant's failure to remove snow or ice from the Leased Premises and the sidewalk directly in front of the Leased Premises.
8) **Insurance.**
   a. Landlord shall maintain, and pass through as Operating Expenses, a pro rata portion of fire and extended "all risk" insurance coverage on the Leased Premises in amounts as Landlord deems sufficient.
   b. Tenant, at its cost shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.
   c. Tenant, at is sole cost shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as additional insured; (c) waiving the insurer's subrogation rights against the Landlord and their principals, shareholders, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary non-contributory basis. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis
   d. Within 10 days of the Effective Date, Tenant shall provide Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums.
   e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.
8) **Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a juicery, restaurant or cafe, or any other uses that may be accepted by Landlord in writing from time to time in Landlord's sole discretion. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe, and

proper manner and Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants, and ordinances of all governmental entities having jurisdiction over the Leased Premises. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance. Tenant agrees at its sole expense to comply with all requirements of all governmental authorities having jurisdiction over the Leased Premises and Tenant's business during the Term.

9) **Sale of Alcoholic Beverages**. Tenant may engage in the sale of alcoholic beverages on the Leased Premises so long as such sale is in compliance with all applicable laws, licenses, orders and regulations of any governmental authority.
10) **Smoking Prohibited**. Landlord does not allow, and Tenant agrees there shall be no, smoking inside the Leased Premises.
11) **Pets**. No pets are allowed on or within the Leased Premises.
12) **Acceptance of Leased Premises**. Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.
9) **Subordination to Mortgage**. This Lease shall be and is hereby made subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof, on the condition that any lender secured by a mortgage or other security instrument agree not to disturb Tenant's occupancy pursuant to this Lease so long as Tenant is not in Default. This clause shall be self-operative, and no further instrument of subordination need be required by any mortgagee or security holder. Tenant shall, within 3 business days of Landlord's request, execute an estoppel certificate, subordination and non-disturbance agreement or any other instrument that Landlord may reasonably request in this regard complying with the provisions of this section.
10) **Repair and Maintenance**. Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing, and mechanical systems) in as good order and repair as it was at the date of the commencement hereof, reasonable wear and tear excepted. Excepting the above, major repairs to the exterior of the Building and its structure, including roof repair and HVAC, shall be performed by the Landlord. In addition, Landlord shall be responsible for the removal of snow from the roof should that become necessary to protect the integrity of the Leased Premises. All repairs, maintenance, and replacements performed by Landlord are to be reimbursed as Operating Expenses. In the event an item under Landlord's responsibility needs replacement, the replacement cost shall be amortized in straight line depreciation in accordance with Internal Revenue Service guidelines and regulations with Tenant paying its portion of the straight-line depreciation based on the Term of the Lease. By way of example only, for an item with a 20-year depreciable life, if the Tenant has a Term of 10 years, the replaced item shall be paid one half by Tenant as Operating Expenses and one half by Landlord. Notwithstanding the foregoing, in the event an item under Landlord's general responsibility is damaged through acts or omissions of Tenant, Tenant shall be responsible for that item's replacement, but the replacement cost shall be amortized in straight line depreciation during the Term of this Lease, as it may be extended. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

11) **Landlord's Access.** Landlord and its agents may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: **a)** inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; **b)** in order to make repairs, additions, improvements or alterations as Landlord deems necessary for the safety, improvement or preservation of the Leased Premises, all of which shall be Operating Expenses; **c)** to post notices of non-responsibility under mechanics' lien law; **d)** to show the Leased Premises for sale, lease or mortgage financing; or **e)** for any other reasonable purposes. Tenant hereby waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

13) **Alterations.**

a. **Landlord.** Landlord shall have the right upon reasonable phone notice to enter the Leased Premises to make such improvements, additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Leased Premises which costs shall be Operating Expenses. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

b. **Tenant.** Except for Trade Fixtures, as set forth 16 below, Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, and all additions or improvements made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord. In that event, Tenant shall remove such improvements and restore the Leased Premises to the condition which existed at the beginning of the Term. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. All contracts for alterations or improvements shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises.

12) **Assignment of Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, or sublet the whole or part of the Leased Premises or permit the use of any part thereof by any subtenant, licensee, or concessionaire. Further, Tenant shall not permit or allow any change in control of Tenant, where cumulatively 50% or more of the ownership structure of Tenant changes. If Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Lease (including, without limitation, the covenant to pay Rent and Operating Expenses). This Lease shall not be assignable incident to a divorce.

13) **Signs.** Upon the prior written approval of the Landlord (which shall not be unreasonably withheld), Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided that the signs comply with all laws, regulations, covenants, and ordinances.

14) **Trade Fixtures.** Trade fixtures purchased by Landlord or anyone other than Tenant that are already in the Leased Premises when Tenant moves in shall remain the property of the Landlord. Trade fixtures purchased by Tenant shall be and remain the property of the Tenant during the Term as amended or extended. Tenant's trade fixtures shall be removable by Tenant at termination of the Lease unless otherwise agreed to in writing by Landlord and Tenant. Tenant may, in its reasonable discretion remove existing trade fixtures owned by Landlord and replace them with trade fixtures

m. Take no action to encumber any of Tenant's assets that are used in connection with the operation of the business in the Leased Premises without Landlord's prior written consent, which consent may be withheld at Landlord's sole discretion; and
n. Take no action to encumber any leasehold improvements owned by the Landlord.

20) **Landlord's Covenants of Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold, and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.

21) **Sale of Leased Premises**. Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this lease as amended or extended which shall remain in full force and effect.

22) **Payment After Termination**. Should Tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month-to-month tenant on all terms of this Lease and the Rent during any such period shall be 150% of the last Rent.

23) **Surrender of Leased Premises.** Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions, and improvements that may have been made during the term, except for Tenant's Trade Fixtures it purchased or otherwise subject to the above paragraph regarding Trade Fixtures. Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned property from the Premises and such costs shall be considered Operating Expenses.

24) **Damage or Destruction to Leased Premises.** So long as insurance proceeds related to any claim for damage are available, if the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's employees, agents, visitors, guests, licensees, or invitees, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall cause such damage to be repaired, and Landlord's out-of- pocket costs, including deductibles, shall be considered Operating Expenses, and the Rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenantable only in part, so long as insurance proceeds are available, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenantable but Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Operating Expenses. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable and cannot be repaired within 6 months of the occurrence of the event, Landlord shall, at its option, either: (i) so long as insurance proceeds are available, cause such damage to be repaired and the Rent, during such period of repair, shall be abated in whole but there shall be no extension of the Term of this Lease as a result of such abatement, and Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Operating Expenses; or (ii) declare the balance of the Term hereof to be null and void and terminate the Lease. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence

expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses, and Tenant shall pay to Landlord all such expenses as Operating Expenses. If the proceeds from re-leasing are, after payment of expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.

d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or equity. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of termination or of Tenant's right to possession, the acceptance of such payment shall not affect the termination or reinstate Tenant's right to possession.

26) **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.

27) **Involuntary Assignment and Bankruptcy.** Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer, or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within 20 days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

28) **Abandonment of Leased Premises.** If Tenant shall abandon (lack of presence for more than three weeks uninterrupted) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole reasonable discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental and other charges required of Tenant hereunder, then Tenant agrees to pay such deficiency as Operating Expenses.

29) **Waiver of Breach.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.

30) **Attorneys' Fees.** If the Landlord finds it necessary to obtain the services of an attorney to recover any amounts due hereunder, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions hereof, or for the recovery or possession of Leased Premises, Landlord shall be entitled to reimbursement from Tenant for all attorneys' fees, costs and expenses incurred or paid by Landlord in connection therewith which sums shall be considered Operating Expenses and paid with the next monthly rental payment due. In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge "which party is the prevailing party" to such lawsuit.

To Tenant:
Katerine Quintero
Just Juice, LLC
P.O. Box 10052
Jackson WY 83002
Justjuice.jh@gmail.com

34) **Change in Use.** Tenant shall be solely responsible for all permits required by the Town of Jackson to permit the use contemplated by this Lease. In the event there are any mitigation fees associated with such change in use, Tenant shall be solely responsible for all such fees.

35) **Entire Agreement.** This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

36) **Miscellaneous.**

a. Time is of the essence with respect to all terms of this Lease.

b. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.

c. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition herein contained.

d. All the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives as of the Effective Date.

e. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law and venue for any action shall be in Teton County, Wyoming.

f. Tenant may not set off against Rent or Operating Expenses, or other sums due, any claims that Tenant has or thinks it has against Landlord.

g. This Lease may be executed in multiple counterparts and as executed shall constitute one agreement binding on all parties hereto. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.

h. Tenant shall at any time upon not less than 5 business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying, if true, that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent, Operating Expenses, and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default, if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.

i. The parties hereto agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that**

PERSONAL GUARANTY

In consideration for Landlord's entry into that certain lease with an Effective Date of 11/12/21, 2021, between Hereford Capital, LLC ("Landlord"), and Just Juice, LLC ("Tenant"), for the premises known as Suite C, 140 N. Cache Street, Jackson, Wyoming, (the "Lease"), the undersigned (hereinafter the "Guarantor"), hereby unconditionally guaranties the full payment by Tenant to Landlord, its successors and assigns, of the "Rent" as defined in the Lease, the "Operating Expenses" as defined in the Lease, and all other sums to become due under the Lease, and the faithful performance by Tenant of all terms, covenants, and conditions of the Lease. This is a continuing guaranty and shall terminate upon payment by Tenant of all sums due under the Lease and upon performance by Tenant of all its duties and obligations under the Lease.

This guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease. This guaranty shall not be released, extinguished, modified or in any way affected by failure on the part of Landlord to enforce any of the rights or remedies of Landlord, whether pursuant to the terms of the Lease or at law or in equity.

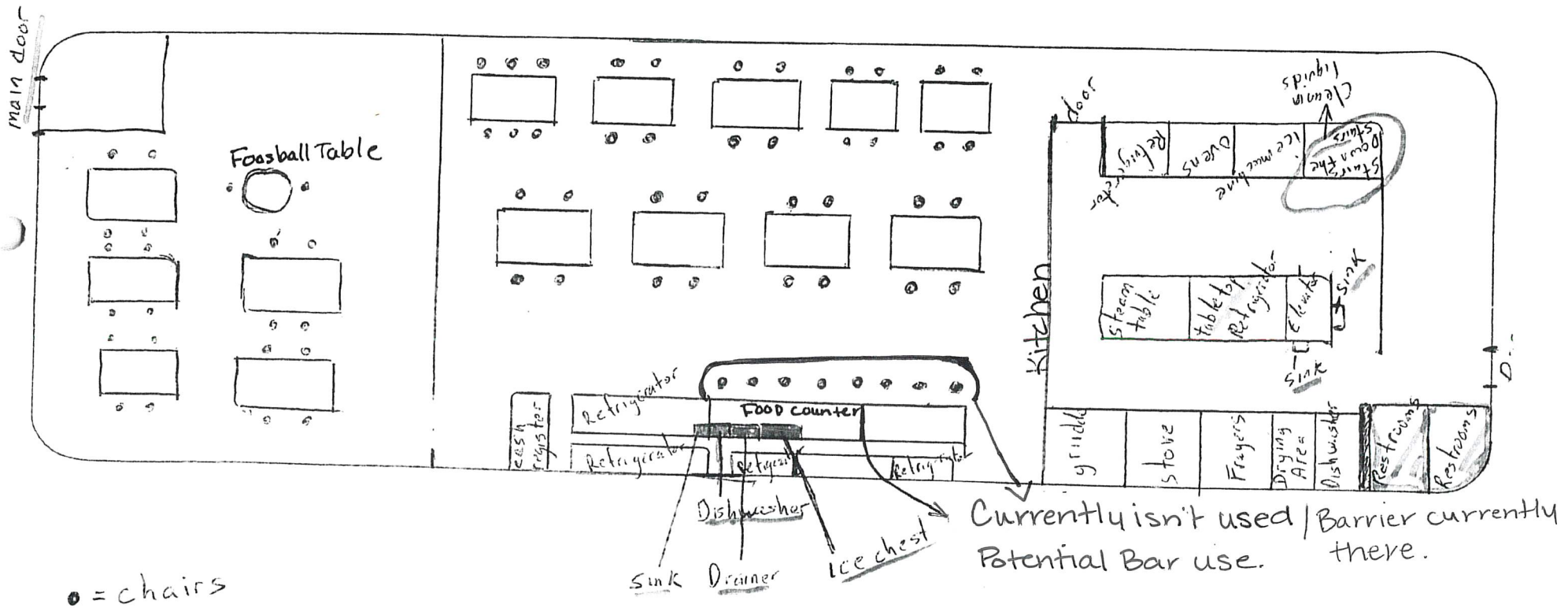
Guarantor hereby agrees that it shall not encumber or permit anyone else to encumber any assets used in connection with the operation of the business on the Leased Premises without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion.

Guarantor hereby waives notice of any default by Tenant in the payment of any of the Rent or other sums or performance by Tenant of the terms, covenants, and conditions of the Lease. Guarantor consents that Landlord may from time to time extend the time for performance or otherwise modify, alter or change the Lease and any of its provisions and may extend the time for payment of the Rent, Operating Expenses, and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging Guarantor from the obligations under this guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is explicitly waived.

Guarantor further consents that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust its legal remedies against Tenant or apply or exhaust any security held by Landlord to secure Tenant's performance under the Lease. This guaranty may be immediately enforced upon any Default (as defined in the Lease) by Tenant under the Lease.

If a bankruptcy petition should at any time be filed by or against the Tenant, this shall not affect Guarantor's obligations. If any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then Guarantor's obligation will remain as an obligation to Landlord and will not be considered as having been extinguished. In the event that, pursuant to the Bankruptcy Code or any judgment, order or decision thereunder, Landlord must rescind or restore any payment, or any part thereof, received by Landlord in satisfaction of the obligations under the Lease (including pursuant to any settlement entered into by Landlord in its discretion), all obligations under this Guaranty shall be reinstated as though such payment had been due but not made at such time and remain in full force and effect and any prior release or discharge from the terms of this Guaranty given to Guarantor shall be without effect. It is the intention of Landlord and Guarantor that Guarantor's obligations hereunder

First Floor



● = chairs

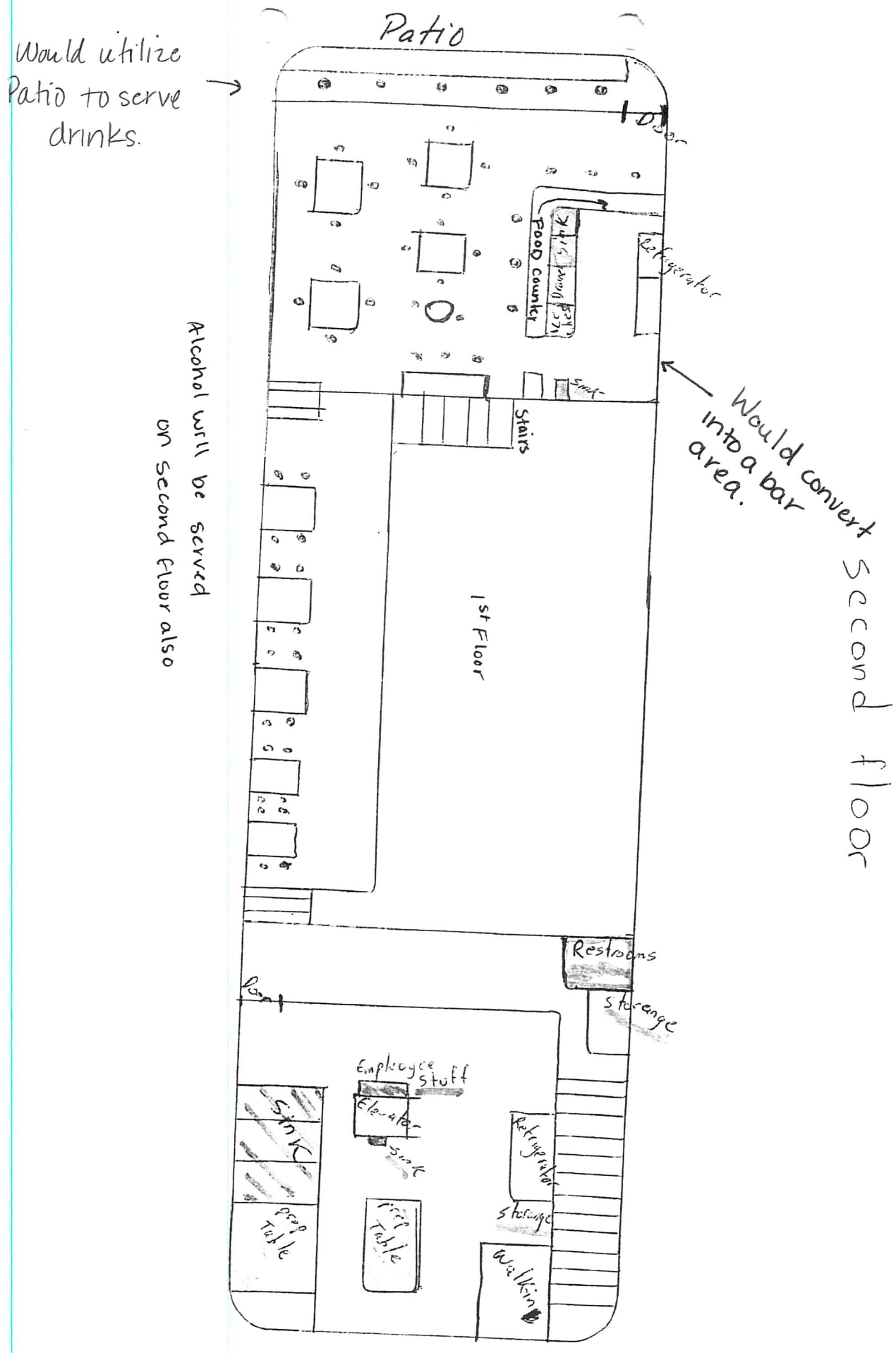
Sink

Employee stuff

preparation Area

Storange

Restrooms


Would utilize Patio to serve drinks.
Patio
Door
Food Counter
Refrigerator
Sink
Stairs
1st Floor
Alcohol will be served on second floor also
Would convert into a bar area.
Second floor
Restrooms
Storage
Employee stuff
Elevator
Sink
Prep Table
Refrigerator
Storage
Walk-in

BUSINESS LICENSE

Account #: 8155
Business: JUST JUICE, LLC
DBA: KALU
Business Type: Sales Tax
Business Activity: Restaurants and Food Services
Business Location: 140 North Cache
Term: 01/01/23 through 12/31/23
Fee: 118.00

JUST JUICE, LLC
PO BOX 10052
Jackson WY 83002

TOWN OF JACKSON WYOMING

I, Hailey Morton Levinson , Mayor of the Town of Jackson, do hereby subscribe my name and cause the Seal of said Town to be here unto affixed this 12/28/22

Mayor

ATTEST: Town Clerk

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 11585

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:
KALU
140 N CACHE
JACKSON, WY 83001

EXPIRATION DATE:
3/31/2024

JUST JUICE, LLC
LUIS GOMEZ AND KATERINE QUINTERO
PO BOX 10052
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

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1/1

DAILY SPECIAL

Monday comida corrida $ 17.00
Special of the day with fresh fruit water

Tuesday Taco Tuesday $ 2.99
Asada, Grilled Chicken, Pastor, Chorizo, Tripa, Beef tongue, Campechano or Beef head

Wednesday Pozole 2X1 $ 17.00
-chicken -pork -shrimp

Thursday Free concha
Buy a Mexican coffee and ask for your free concha

Friday Free beer
When you buy any seafood dish you will have a free beer

Sunday Kids Eat Free
Kids under 12 eat free from the kid's menu

FAJIPIÑA

***Seafood $ 30.00**
octopus, fish, shrimp, bell peppers, pineapple and onion. Served in a grilled half pineapple, rice, beans and tortillas

***Pastor $ 22.00**
Marinated pork meat, bell peppers, onion and pineapple Served in a grilled half pineapple, rice, beans and tortillas

Sides

-French fries $ 3.00
-Chorizo colombiano $ 4.00
-Morcilla $ 4.00
-Cicharron pork belly $ 4.00
-Plantain 2pz $ $ 4.50
-Rice and beans $ 5.00
-Avocado $ 3.50
-KALU house salad $ 6.00

Seafood

***Fried Mojarra $ 17.00**
Whole fried tilapia, salad, white rice, red onion and tortillas

***Shrimp Cocktail $ 17.00**
Citrus clamato juice, avocado,cilantro, onion and saltine crackers

***Camarones Shrimp Plate $18.50**
Shrimp cooked with mushrooms in sauce of your choice. Served with white rice and salad sauces:
-Chipotle cream -Red sauce
-Green sauce -Mojo de ajo

***Shrimp Empanadas $ 17.00**
[illegible] Mayo, avocado, onion, cilantro [illegible]cito

***Fish Quesadillas $ 18.00**
4 pieces, Marinated fish tilapia quesadillas, mayo and avocado

***Fried Fish Tilapia Filet $ 18.00**
Deep fried breaded fish, white rice, avocado and tomato

***Torre de Mariscos (seafood tower) $ 22.00**
Carrot, shrimp, avocado, tilapia, cucumber, octopus

***Aguachile $ 20.00**
Lime cured shrimp. cucumber, jalapeno, and red onion

Saturday and Sunday

Weekend specials

-Lamb barbacoa $ 18.00
Lamb soup and 3 lamb tacos

-Menudo $ 17.00
Made with a tripe with a red chili peppers base. Hominy, lime onion,and oregano

-*Breaded Mojarra fish $ 20.00
Wrapped in foil baked with vegetables

-*Shrimp soup(caldo de camaron) $ 19.00
Vegetables, simmered, tomatoes,chiles and spices

TORTAS & BURGERS

Cheese burger $ 14.00
Ground beef patty, american cheese, lettuce, tomato, red onion on a sesame bun
Add fries $3.00

Hawaiian burger $ 15.00
Ground beef patty, chipotle mayo, pineapple, ham, manchego cheese, lettuce, tomato and onion
Add fries $ 3.00

Milanesa torta (chicken or beef) $ 16.00
Telera bread, milanesa, chipotle mayo, avocado, jalapenos, beans, tomato, onion and mozzarella cheese

Torta Cubana $ 20.00
Telera bread, beef milanesa, chipotle mayo, avocado, jalapenos, beans, tomato, onion, mozzarella cheese, mexican chorizo, sausage and scrambled egg

DRINKS

Fresh waters with natural fruit (Aguas frescas) Small $ 4.00 Large $ 7.50
-Horchata -Piña colada -Cucumber, lime and chia seeds -Passion fruit -Fruits

Fountain drinks (free refill) $ 3.50
-7-Up
-Pepsi -Dr pepper
-Diet pepsi -Lemonade
-Club soda -Un sweet iced tea

BOTTLE SODAS

Colombian sodas (postobon) $ 5.00
-Colombiana -Manzana -Naranja -Bretana
-Pony malta

Jarritos $ 4.00
Pineapple, fruit punch, strawberry, mango, mandarin, tamarindo, lime, sangria,sidral mundet

Mexican coke$ 4.50
Redbull $ 5.00

Milkshakes $ 8.00
STRAWBERRY
CHOCOLATE
VANILA
HUCKLEBERRY

Chamoyadas $ 8.00
-Mango
-Passion Fruit
-Cucumber
-Tamarindo

Kids Menu

Chicken strips with fries $ 8.00
Hot dog with fries $ 7.00
Cheese burger with fries $ 8.00
Cheese quesadillas with fries $ 7.00
Macaroni and cheese $ 8.00

Hot Beverages

-Coffee $ 3.00
-Cafe de olla $ 3.50
-Tea (green, mint, chamomile, passion fruit, english breakfast. Caffeine free $ 3.00
-Hot chocolate $ 3.00

Open Every Day

@Kalu.lac

@KaluJacksonHole

Phone- 307-200-6490

140 N CACHE ST JACKSON WY

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KALU
est 2021

APPETIZER

Yuca Fries $ 5.00
Cheese dip $ 5.00
Guacamole $ 5.00
Asada Nachos * $ 13.00

*Jumbo Chicken Wings
*6pc- $ 12.50
12pc- $ 22.00
Buffalo, Mango habanero or BBQ

*Crispy pork belly and guacamole * $ 16.00

SOUPS

Broth (Jugo de carne) $ 6.00
Beef birria Consome $ 6.00

SALADS

*ADD GRILLED CHICKEN $4.50/ADD
CARNE ASADA $6.00/ADD SHRIMP $7.00

Taco Salad $ 13.00
Spring Mix, tomato, red onion, avocado, Queso fresco, corn and beans, Served in a tortilla bowl with Ranch dressing

Caesar Salad $ 11.50
Romaine lettuce, caesar dressing, Croutons and parmesan cheese

Kalu Salad $ 12.00
Romaine lettuce, tomato, cucumber, Tortilla strips, boiled egg with ranch

Tropical salad $ 13.50
Spring mix, Tropical fruits, almonds, cranberries and pineapple dressing

Favorites

Quesabirrias*
***Our #1 in 2022" $ 18.00**
3 shredded beef tacos with melted cheese, onion, cilantro and birria broth on the side

***3 Tacos: $ 15.00**
Onion, cilantro and homemade salsa. Grilled onion and radish on the side
Meats:
asada - beef tongue - chorizo grilled chicken campechanos - pastor - beef head - tripe pickled veggie
Add nopales-$ 3.00

***Tacos Dorados: $ 16.00**
Crispy rolled up tacos filled with chicken, topped with lettuce pico de gallo sour cream rice and beans

***Carne Asada**
***New presentation" $ 22.00**
Grilled nopal, seared queso fresco, grilled onions, beans, chicharron and tortillas

***Grilled Chicken $ 17.00**
White rice, beans, salad and tortillas

Red Pozole $ 17.00
-chicken -Pork - norteño with menudo -costeño with Shrimp $ 18.00

***Milanesa Plate**
(Beef or Chicken) $ 17.00
Breaded (chicken or beef) rice, beans, salad and tortillas

Enchiladas $ 17.00
(Chicken, carne asada or veggie) topped with mozzarella cheese, sour cream, served with rice and beans
-Choice of:
red, chipotle, green, mole or poblano sauce

Chilaquiles With Eggs $ 13.50
Fried tortilla with green chile sauce, eggs, beans queso fresco, onion and sour cream

*add grilled chicken $ 4.00
*add carne asada $ 6.00

Chorrillana

Pozole

Carne asada

Bandeja paisa

TEX-MEX

Fajitas with vegetables
Chicken $ 23 Shrimp $ 27.00
Beef $ 25 Mix $ 27.00
Rice, beans, lettuce, pico de gallo, sour cream, guacamole and tortillas

***Burritos $ 17.00**
Filled with rice, beans, lettuce and your choice of meat. Topped with cheese, pico de gallo and sour cream Melted with mozzarella cheese and your choice of sauce (green, chipotle, poblano or red salsa)
MEATS
-asada -beans and cheese
-chorizo and egg -grilled chicken
-veggie -pastor

***Quesadillas $ 17.00**
Rice, beans, mozzarella cheese, pico de gallo, sour cream and guacamole. With your choice of meat
-Shrimp -Grilled chicken -asada -pastor -chorizo or vegetables

Conbinations
Served with rice and beans
Enchilada, taco and tamal $ 17.00
Chile relleno and tamal $ 17.00

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

Colombia
Bandeja paisa* $ 25.00
Chorizo, 1 fried egg, avocado, beans, colombian style chicharon and fried plantain, ground beef, arepa and white rice

Empanadas colombianas $ 12.00
2 homemade fried pastry filled with ground beef, potato and hard boiled egg

Arepas $ 10.00
2 homemade arepas colombianas with cheese

Tamal colombiano $ 22.00
Chicken, pork, beef, rice, Pork belly, hard boiled egg and arepa

El Salvador
Pupusas $ 14.90
2 homemade pupusas, fried beans, chicharron and cheese, served with sauce and cabbage

Chile
Chorrillana* $ 17.50
French fries covered in sweet caramelized onions with slices of chorizo, carne asada. topped with 2 fried eggs and chipotle mayo

Peru
Lomo saltado* $ 18.50
Stir fried beef with onion and tomato. Served whith white rice and fries

Cuba
Ropa vieja* $ 18.50
Shredded beef stew with bell peppers, onions, and olives.
Served with white rice and fried plantain

Argentina
Choripan* $ 12.00
Crispy bread with grilled chorizo sausage, lettuce, mustard, tomato and chimichurri

Puerto Rico
Picadillo* $ 18.00
Ground beef olives, vegetables,raisins, white rice and tostones

2023 Bar and Grill Liquor License Application
Business Information / Plan of Operation

Name of Applicant: Just Juice, LLC DBA: KALU

Tell us about your business.
For established businesses:
When did your business open? Our business opened on April 14, 2022.
Are you open year-round? If not, provide when and how long you are closed. We are open year-round.
Provide your annual sales tax payments for the last three years. 2022 = [redacted] 2021 = N/A 2020 = N/A
What is the percentage of your employees who live locally (including surrounding communities)? All of our employees live locally.
Provide the number of parking spaces your business has (excluding street parking). No assigned parking space all is street parking.
Are you located near a bus stop or pathway system? Yes, we are located close to Home Ranch Parking Lot.
Have you been involved with community events or public service? Describe. Yes, we have worked with Immigration Hope on special events that have been held at the resturant. to raise funds for this amazing organization.
For new businesses:
What is the projected opening date for your business?

Will you be open year-round? If not, provide when and how long you will be closed (off-season).
What are your total sales projections for the next 3 years? 1st year of operation = 2nd year of operation = 3rd year of operation =
Will you hire locally (including surrounding communities)?
Provide the number of parking spaces your business will have (excluding street parking).
Will you be located near a bus stop or pathway system?
What are your plans for community involvement or public service?

All Applicants.
Describe your company structure and leadership team.

Describe the nature of your business and what products or entertainment will be provided including alcohol.
Describe your target market.
What is the official building capacity?
Describe frequent events or gatherings that will be held on your property.
You will be selling a high-addiction product; how will you be involved in the community to address that?
Describe the process for customers to order alcohol and how it is delivered.

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

What is your plan to keep customers from leaving with open alcohol containers?

Prepared by:
Date:

1. **Describe your company structure and leadership team.**

KALU Restaurant is an establishment that stands out for its elegant structure and cozy atmosphere. Its interior design combines modern and traditional elements, with a warm color palette that creates a relaxing atmosphere. The restaurant is divided into several sections, including main dining areas, an outdoor terrace, and a well-stocked bar.

KALU's leadership team is comprised of a skilled and passionate culinary industry team. Below is a description of some of the key members:

a. Executive Chef: In charge of creating and overseeing the menu, this talented and creative chef leads KALU's kitchen. His focus on fresh ingredients and innovative culinary techniques ensures an exceptional dining experience.
b. Maître d': In charge of customer service and room management, the Maître d' ensures that diners enjoy impeccable service. He coordinates reservations and ensures that the customer experience is exceptional.
c. Head Bartender: These professional mixes creative cocktails and ensures that the bar offers a wide variety of high-quality drinks.
d. Marketing Director: In charge of the restaurant's promotion and branding, this leader ensures that KALU reaches its target audience and maintains its reputation online and off.
e. Director of Finance: Responsible for the restaurant's financial management, this leader oversees budgeting, accounting, and cost management to ensure the profitability of the business.

KALU's leadership team works together to offer a first-class dining experience to its customers, taking care of every detail from the kitchen to customer service.

KALU Restaurant is an upscale establishment that offers a unique dining experience in a familiar and cozy atmosphere. Its structure combines modern and traditional elements with a palette of warm colors, creating a relaxing atmosphere perfect to enjoy with the family.

The restaurant has several sections, including a main dining area, an outdoor terrace, and a well-stocked bar. Bar service is provided by an experienced bartender who prepares a variety of creative cocktails for both adults and those who prefer non-alcoholic drinks. In addition, a selection of wines and beers are offered to complement the dining experience.

2. **Describe the nature of your business and what products or entertainment will be provided including alcohol.**

a. To add a special touch, KALU features live music on certain nights of the week. A talented band or soloist provides live musical entertainment, creating a vibrant and enjoyable atmosphere for diners of all ages. Live music is carefully selected to ensure that it is appropriate for families visiting the restaurant.

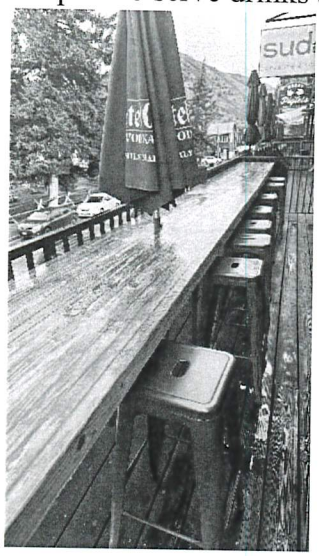
1. Awareness and Education: organize educational events or talks about responsible drinking and its effects on health. Collaborate with local organizations to help deliver this information.

7. **Describe the process for customers to order alcohol and how it is delivered.**

There will always be a waiter taking orders at the tables at the bar or on the terrace and they will be asked for an ID without any excuses.
And in the same way drinks will be delivered without the customer having to leave their table to get them.

8. **Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.**

This is the terrace overlooking the mountains and is adapted for eight people in this area we plan to serve drinks and food, it is a place that people ask for a lot to enjoy the view.



9. **What is your plan to keep customers from leaving with open alcohol containers?**

To prevent customers from taking alcoholic beverages out of the restaurant there will be a person permanently at the door watching and checking that no one takes drinks out.
When we do events, we plan to have security in the front and back of the restaurant and lock the back door. This way there will be no access to enter or leave without supervision.

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Just Juice, LLC
Filing ID	2021-001018878
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	07/08/2021 11:08 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

140 NORTH CACHE STE C
Po BOX 10052
Jackson, WY 83001

Mailing Address

Po Box 10052
Jackson, Wyoming 83002

Registered Agent Address

Katerine Quintero
750 Cache Creek 9
JACKSON, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Katerine Quintero Po Box 10052, Jackson, WY 83002
Organizer	Luis A. Gomez Po Box 10052, Jackson, WY 83002

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Just Juice, LLC
Filing ID	2021-001018878
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2023
License Tax	$60.00	AR Exempt	N	AR ID	08710989
AR Date	6/20/2023 3:15 PM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address

Principal Address

140 NORTH CACHE STE C
Po BOX 10052
Jackson, WY 83001

Mailing Address

Po Box 10052
Jackson, Wyoming 83002

Annual Report History

Num	Status	Date	Year	Tax
08011952	Original	12/30/2022	2022	$60.00
	Principal Address 1 Changed From: 750 Cache Creek #9 To: 140 NORTH CACHE STE C			
08710989	Original	06/20/2023	2023	$60.00

Amendment History

ID	Description	Date
2022-003963915	Reinstatement - Tax	12/30/2022
	Filing Status Changed From: Inactive - Administratively Dissolved (Tax) To: Active	
2022-003829539	Dissolution / Revocation - Tax	09/08/2022
	Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)	
	Inactive Date Changed From: No Value To: 09/08/2022	
2022-003728352	Delinquency Notice - Tax	07/02/2022
See Filing ID	Initial Filing	07/08/2021

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees: Annual Fee: $ _____

Prorated Fee: $ 3164.70

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 9 / 22 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 / 12 / 23 (Month / Day / Year) through 3 / 31 / 24 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Kampai Holdings, LLC

Trade/Business Name (dba): Kampai

Building to be licensed/Building Address: 175 Center St (Number & Street)

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: PO BOX 12136 (P.O. Box or Number & Street)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (339) 364-0256 Fax Number: ( )

Business E-Mail Address: Dan@kampaijh.com ncross@bamfunds.com

FILING FOR

☒ **NEW LICENSE**

☐ TRANSFER OF LOCATION

☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF **JACKSON**

☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☑ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS

☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL / PART-TIME
☐ NON-OPERATIONAL / PARKED

Specify months of your operation: from _____ to _____

Days of Week (e.g. Mon through Sat): from Tuesday to Saturday

Hours of Operation (e.g. 10a - 2a): from 5:00 PM to 10:00 PM

(2/21)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☐ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

   If Yes, please submit a copy of the lease and indicate:

   (i) When the lease expires, located on page 1 paragraph 2 of lease.

   (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 7 of lease.
   (Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☑ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☑ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☑ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☑ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☑ NO

   If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

6. **RESORT LICENSE:**

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Dmitry Balyasny	[redacted]			2	100%	[redacted]	
Natalie Cross				0	0%		
Daniel Janjigian				0	0%		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

☑ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☑ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 20 day of Sept, 2023 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Dmitry Balyasny	
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal: [signature]
Signature of Notary Public

(SEAL)

My commission expires: Jan 10, 2028

Andrew Johnson
Notary Public - State of Wyoming
Commission ID 166473
My Commission Expires Jan 10, 2028

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Dmitry (First Name) _____ (Full Middle Name) Balyasny (Last Name)

[redacted]

Male or Female
Circle one

9/20/23
Date Signed

Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 20 day of Sept, 2023.

(SEAL)

Notary Public or officer authorized to administer oaths

Andrew Johnson
Notary Public - State of Wyoming
Commission ID 166473
My Commission Expires Jan 10, 2028

Rev 4/20

Business Information / Plan of Operation
Type of Liquor License: Retail Bar & Grill
Name of Applicant: Kampai Holdings, LLC DBA Kampai

Tell us about your business.
For established businesses:

1) **When did your business open?**
   We opened our doors on December 10, 2021.

2) **Are you open year-round?**
   Yes. We have typical off season closures for a month in April and November totaling 2 months.

3) **Provide your annual sales tax payments for the last three years.**
   a) 2022 = [redacted]
   b) 2021 =
   c) 2020 =

4) **What is the percentage of your employees who live locally? (includes surrounding communities)**
   100% of our employees live locally.

5) **Provide the number of parking spaces your business has (excluding street parking).**
   We have no additional private parking beyond the town allocated 26.33 spaces. Additionally, the restaurant is located within steps of the Home Ranch parking lot. Employees are encouraged to use public transportation or bike when appropriate.

6) **Are you located near a bus stop or pathway system?**
   Yes, we are two blocks from the Deloney bus stop, Town Square bus stop and four blocks from Miller Park Transfer Point. Employees are encouraged to take the START Bus or ride bikes to work when possible.

7) **Have you been involved with community events or public service? Describe.**

Kampai is half way through our second full year of operations. . In 2023 alone we have already made contributions supporting Whole Food Rescue, Teton County Search and Rescue, JH Ski Club, Stripping for a Cure, and The Animal Adoption Center amongst other local charities. We have also co-hosted the "Alex's Table" event for the Alex's Lemonade Stand charity that provides resources and financial support to families dealing with childhood cancer. This year's event raised nearly $350,000 and we plan to continue our support of these and other local and national organizations that provide goods and services to those in need.

We think it should be additionally noted that we provide housing for 7 members of our community and are interested in expanding that to 9 units.

All Applicants.

1) **Describe your company structure and leadership team.**

Attached is the company structure. Dan Janjigian is the General Manager and runs the business and front of house management with Carolyn Wiecorek, Operations manager. Carolyn and Dan have been long time members of the hospitality community in Jackson.

Chris Massad is the Executive Chef. Peter Hoang is the Executive Sous Chef and oversees all back of house operations.

Our goal is to provide a welcoming space for employees and guests. As we refine our business model we are excited to support staff with training and advancement opportunities. Natalie Cross is the owner liaison, responsible for coordinating the owners needs with management, and handling big picture development plans.

2) **Describe the nature of your business**

Kampai is a sushi focused Japanese restaurant offering dinner service at 175 Center St. We employ roughly 36 people and continue to hire as we grow. We offer top tier service, and provide a style of cuisine that is new to the Jackson restaurant landscape.

We have expanded our space as of July 19, 2023 to include an unique indoor/outdoor rooftop dining space. This has expanded our capacity from 61 to 110 guests at a time and has opened up a singular dining space for the nightly dining and special events.

Floor plans are attached.

3) **Describe products to be provided (including alcohol).**

While the primary focus is a fresh fish menu, Kampai also has a wide variety of hot entrees, small plates and desserts. Our goal is to source as many local and regional products including vegetables and proteins. We are proud to offer locally sourced beef. The beverage menu is composed of beer, wine and cocktails with an extensive sake list with a wide price-range including a draft sake and a unique to the region draft Highball machine.

4) **Describe your target market.**

Our target market is people who want to experience an approachable, traditional and refined japanese meal. Our menu will include a wide-range of price points and products to accommodate both locals who want to explore new cuisines to diners who are accustomed to a high-quality dinner experience. When the rooftop deck opens, it will have a more casual feel and the menu will reflect that.

5) **What is the official building capacity?**

175 [redacted] Total

6) **Describe frequent events or gatherings held on your property or that will be held.**

In addition to the ever growing popularity of private dining for events at Kampai, we have hosted two chefs from Tokyo to bring their unique style of service to Jackson. Chefs Tsukasa and Endo have delighted their guests for multiple nights with unique ingredients and warm interaction with the guests, in a style that has yet to be seen here in Jackson. With such positive responses by the guests in attendance, we plan to offer these one of a kind dinners a few times a season. These events are low impact on our immediate neighbors, they do not require significant parking and they do not create disruptions into the event.

7) **You will be selling a high-addiction product; how will you be involved in the community to address that?**

All staff who serve alcohol will be required to complete T.I.P.S training as a baseline. General Manager Dan Janjigian has spent 10 years as a bartender in Jackson and 15 years in foodservice. He will be personally training the front of house staff on the importance and seriousness of adhering to the liquor laws regarding serving underage guests. He will also provide essential and proper training in regards to situations involving alcohol overuse and abuse.

The Kampai management is also conscious of the fact that, within the restaurant industry, there exists high rates of substance abuse. As a result we believe that the best way to address this on a community level is to combat it within our organization first and foremost.

Our intent is to create a professional working environment where the focus is placed on creating an exceptional dining experience where our alcoholic beverage program is a draw for the business but not the primary focus.

8) **Describe the process for customers to order alcohol and how it is delivered.**

Beverage options will be provided on both the food and beverage menu that will contain additional wine and sake by-the-bottle options as well as specialty cocktails. Beverages will be delivered to guests at a table by a member of the service staff.

9) **Do you plan to serve alcohol outside on a deck or patio?**

Yes. We have been operating our rooftop space since July, 19th 2023 and have had positive feedback from all guests. The beverage service comes from a sake bar located inside the rooftop area.

a) **If so, include a sketch or site plan showing the outside area.**
   Attached

b) **If so, describe the physical characteristics of the outside area.**
   The outdoor area is a mix of 2 and 4 top tables, a fire pit table and green space with planters. The roof is only accessed by an elevator in the main entrance corridor, and guests will be seated by a hostess. There are emergency egress stairs that exit to Center St and the alley behind the restaurant.

10) **What is your plan to keep customers from leaving with open alcohol containers?**

Guests departing the dining room and rooftop deck exit by way of an elevator which returns them to the main entrance. From there they will pass by a host/hostess as they exit to Center Street.

Prepared by: Daniel Janjigian, General Manager

Date: 9/20/23

J.P.Morgan

September 20, 2023

To whom it may concern:

This letter is to confirm that JPMorgan Chase Bank, N.A. has maintained a relationship with Kampai Holdings Llc since September 2020.

It has been my pleasure to have Kampai Holdings Llc as my client.

Please do not hesitate to contact me at (312) 732-4112.

Sincerely,

Iain W Hollyhoke
Executive Director
J.P. Morgan Private Bank

This reference letter and the information it provides are furnished on the condition that they are strictly confidential, and that no liability or responsibility shall attach to JPMorgan Chase & Co., its subsidiaries or affiliates, or any of its officers, employees or agents, in connection with their content. This letter makes no representation regarding the general condition of its subject, its management or its future ability to meet any obligations. The information presented has been obtained from sources believed to be reliable, without express or implied warranties as to its completeness or accuracy. We expressly disclaim any liability for errors and omissions regarding the information contained in this letter, and any information provided is subject to change, without notice. Any account balances provided in this letter reflect the asset value of such account, net of monies owed to us, excluding mortgages, and reflect the market price of such assets as of the latest practicable date.

Bank products and services, which may include bank-managed investment accounts and custody as part of its trust and fiduciary services, are offered through JPMorgan Chase Bank, N.A. and its affiliates.

Brokerage investment products and services are offered through J.P. Morgan Securities LLC, member FINRA and SIPC.

EQUAL HOUSING LENDER

JPMorgan Chase Bank, N.A. Member FDIC

INVESTMENT PRODUCTS: • NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

0521-053-CR-EB

Issued by

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 11334

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

KAMPAI
175 CENTER ST
JACKSON, WY 83002

KAMPAI HOLDINGS LLC
KAMPAI HOLDINGS LLC
PO BOX 12136
JACKSON, WY 83002

EXPIRATION DATE: 12/2/2023

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION

September 20, 2023
Addendum to Liquor License Application
Re: Corporate Officers

Natalie Cross and Daniel Janjigian are not members of the LLC. They are listed under the advice of the Jackson Town Clerk in order to be responsible parties in the event of infractions of statutes regarding the Liquor License.

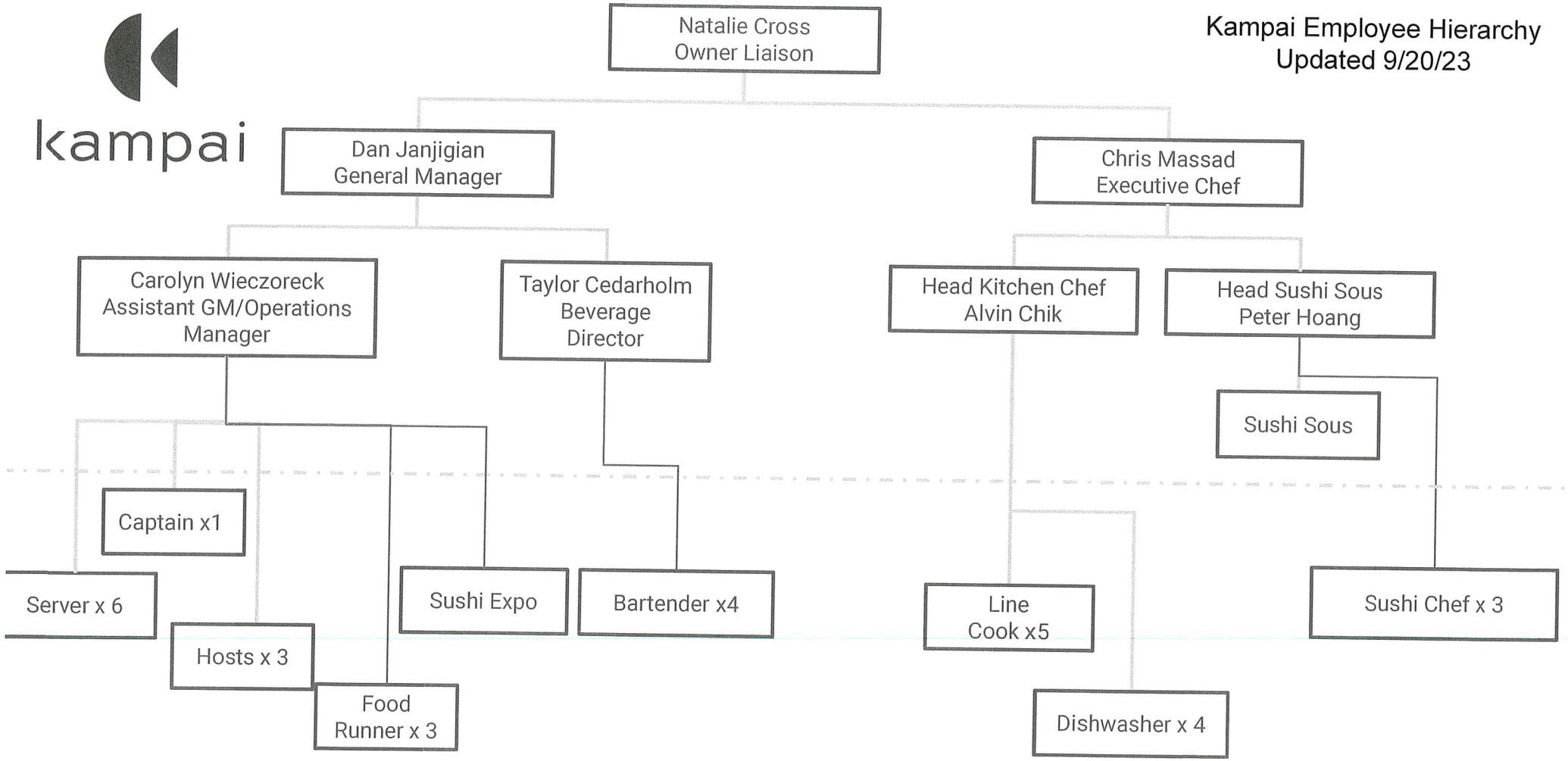
Signed

9/20/2023
Daniel Janjigian

9/20/2023
Natalie Cross

kampai

Kampai Employee Hierarchy
Updated 9/20/23



Dining Room Menu

kampai

COLD DISHES & SOUP

miso soup 6
tofu, wakame, scallions

edamame 7
sea salt
add hot chili seasoning 9

gomae 9
spinach salad, sesame dressing

sunomono* 12
cucumber, seaweed, octopus, tosazu

house salad 18
kale, broccolini, crispy sweet potato, sesame ginger dressing

tuna poke* 23
bluefin, nori chip, spicy miso

hamachi serrano* 24
yellowtail, serrano chili, yuzu soy

sake aburi* 25
salmon, wasabi salsa, lemongrass ponzu

wagyu tataki* 32
seared wagyu, yuzu koshu, scallions, garlic chips

ROLLS

6 PIECE

harvest 18
spinach, avocado, mushroom, takuan, sesame seeds

toro sumo* 24
fatty tuna, takuan, scallions

john galt* 25
yellowtail, crispy garlic, grilled scallions, cilantro, yuzu miso

8 PIECE

valhalla* 27
tempura negi, unagi, topped with avocado

gros ventre* 28
shrimp tempura, avocado, topped with salmon, lemon, sesame seeds

crypto* 36
king crab tempura, avocado, topped with seared wagyu and crispy potato

NIGIRI | SASHIMI PER PIECE

SASHIMI 2 PIECE MINIMUM

akami* | lean tuna **10**

chutoro* | medium fatty tuna **13**

o-toro* | fatty tuna **14**

sake* | new zealand king salmon **7**

hara sake* | salmon belly **8**

hamachi* | yellowtail **8**

hara hamachi* | yellowtail belly **9**

suzuki* | mediterranean sea bass **7**

tai* | sea bream **8**

hotate* | scallop **8**

unagi | freshwater eel **8**

ikura* | salmon roe **5**

wagyu* | japanese A5 **14**

foie gras | hudson valley duck liver **12**

add kaluga hybrid caviar (4g) 25

5 pc chef choice nigiri* 32

10 pc chef choice sashimi* 42

HANDROLLS

ebi tempura 12
shrimp tempura, spicy sauce

sake avocado* 14
salmon, spicy miso

spicy hotate* 14
hokkaido scallops, avocado, demon sauce

unagi foie* 16
freshwater eel, foie gras, huckleberry tare

negi toro* 20
fatty blue tuna, chives, house soy
add kaluga hybrid caviar (8g) 50

FOR THE TABLE

shishito peppers 11
yuzu, maldon salt

crispy brussels 14
tosazu, salmon caviar

nasu 16
broiled eggplant, yuzu miso

roasted beets 15
sesame tofu, crispy parsnips, shiso

kinoko 18
mushroom tempura, seven spice, aji aioli

corn tempura 18
coconut-corn sauce, spicy chimichurri

karaage 19
shio-koji fried chicken, creamy spicy

gyoza 26
wagyu and foie gras dumplings, balsamic soy

sushi pizza* 30
assorted sashimi, crispy rice

nanban 35
king crab tempura, yuzu dashi

kakuni 23
okinawa black sugar and soy braised pork belly, tokyo turnips

gindara 32
miso marinated black cod, spinach, sesame

snake river farms wagyu (6 oz) 60
crispy sweet onions, rosemary, black garlic soy

OMAKASE

highlighting our premier selection of sushi and sashimi, let your server collaborate with our chefs to curate a multi course tasting menu to meet your style MP

** Items are served raw or undercooked or may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness. Please inform us of any allergies or dietary restrictions.*

ROOFTOP MENU

kampai

APPETIZERS

edamame 7
sea salt
add hot chili seasoning 9

gomae 9
spinach salad, sesame dressing

sunomono* 12
cucumber, seaweed, octopus, tosazu

house salad 18
kale, broccolini, crispy sweet potato, sesame ginger dressing

tuna poke* 23
bluefin, nori chip, spicy miso

hamachi serrano* 24
yellowtail, serrano chili, yuzu soy

sake aburi* 25
salmon, wasabi salsa, lemongrass ponzu

miso soup 6
tofu, wakame, scallions

shishito peppers 11
yuzu, maldon salt

crispy brussels 14
tosazu, salmon caviar

nasu 16
broiled eggplant, yuzu miso

karaage 19
shio-koji fried chicken, creamy spicy

gyoza* 26
wagyu fois gras dumplings, balsamic

sushi pizza* 30
assorted sashimi, crispy rice

ROLLS

6 PIECE

harvest 18
spinach, avocado, mushroom, takuan, sesame seeds

toro sumo* 24
fatty tuna, takuan, scallions

john galt* 25
yellowtail, crispy garlic, grilled scallions, cilantro, yuzu miso

8 PIECE

valhalla* 27
tempura negi, unagi, topped with avocado

gros ventre* 28
shrimp tempura, avocado, topped with salmon, lemon, sesame seeds

crypto* 36
king crab tempura, avocado, topped with seared wagyu and crispy potato

HANDROLLS

ebi tempura 12
shrimp tempura, spicy sauce

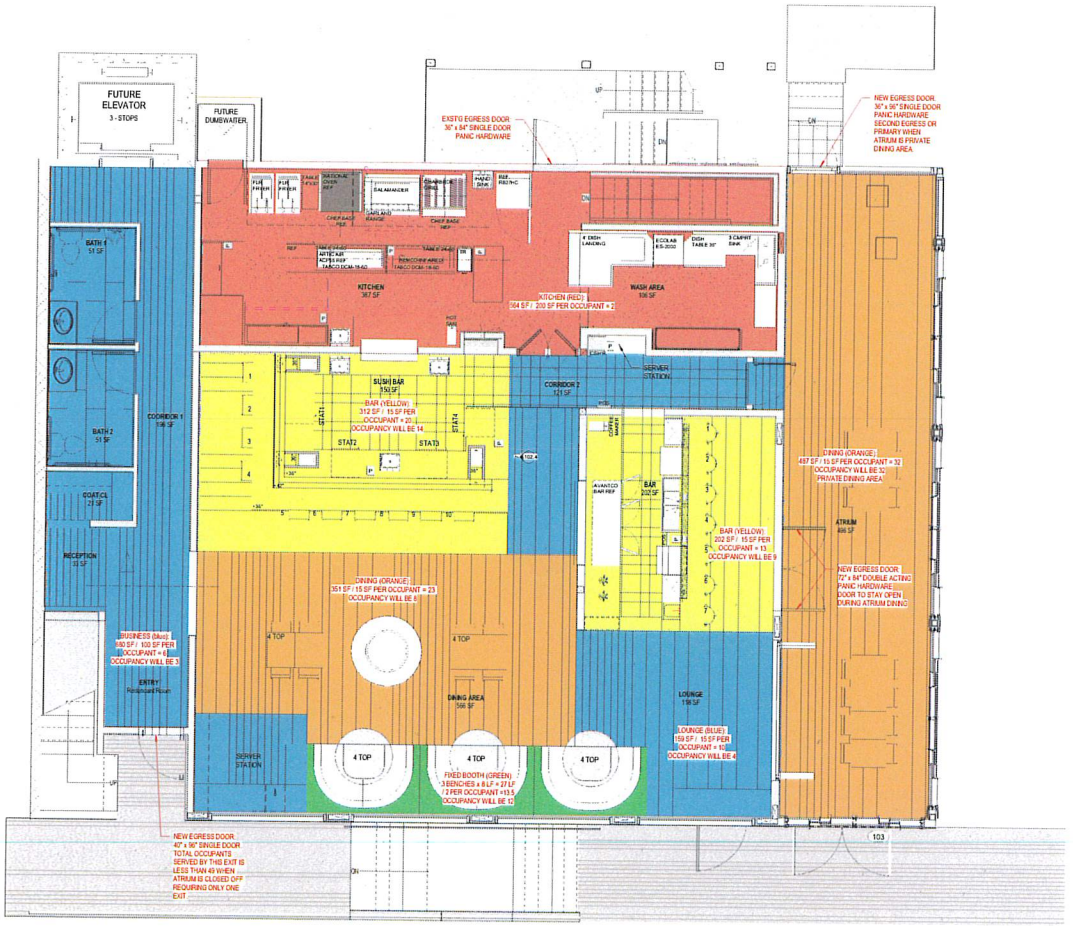
sake avocado* 14
salmon, spicy miso

spicy hotate* 14
hokkaido scallops, avocado, demon sauce

unagi foie* 16
freshwater eel, foie gras, huckleberry tare

negi toro* 20
fatty blue tuna, chives, house soy | *add kaluga hybrid caviar (8g) 50*

** items are served raw or undercooked or may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness. Please inform us of any allergies or dietary restrictions.*



OCCUPANCY LOAD SCHEDULE (NOT INCLUDING ATRIUM SECOND EGRESS)	
SUSHI BAR AREA	14 OCCUPANTS
DINING AREA	8 OCCUPANTS
FIXED SEATING BOOTH	12 OCCUPANTS
BEVERAGE BAR AREA	9 OCCUPANTS
LOUNGE AREA	2 OCCUPANTS
BUSINESS AREA	4 OCCUPANTS
TOTAL RESTAURANT	49 OCCUPANTS
ATRIUM DINING AREA	32 OCCUPANTS
TOTAL OCCUPANTS	81 OCCUPANTS

1 NEW FIRST FLOOR PLAN CODE
1/4" = 1'-0"

WORKSHOP COLLABORATIVE
Architecture & Planning
733 W. Broadway
Jackson, WY 83001
307.690.5616

LICENSED ARCHITECT KENNETH P. MAGNUSON PA-0223 DATE 02-12-21 STATE OF WYOMING

KAMPAI
175 North Center Street
Jackson, WY 83001

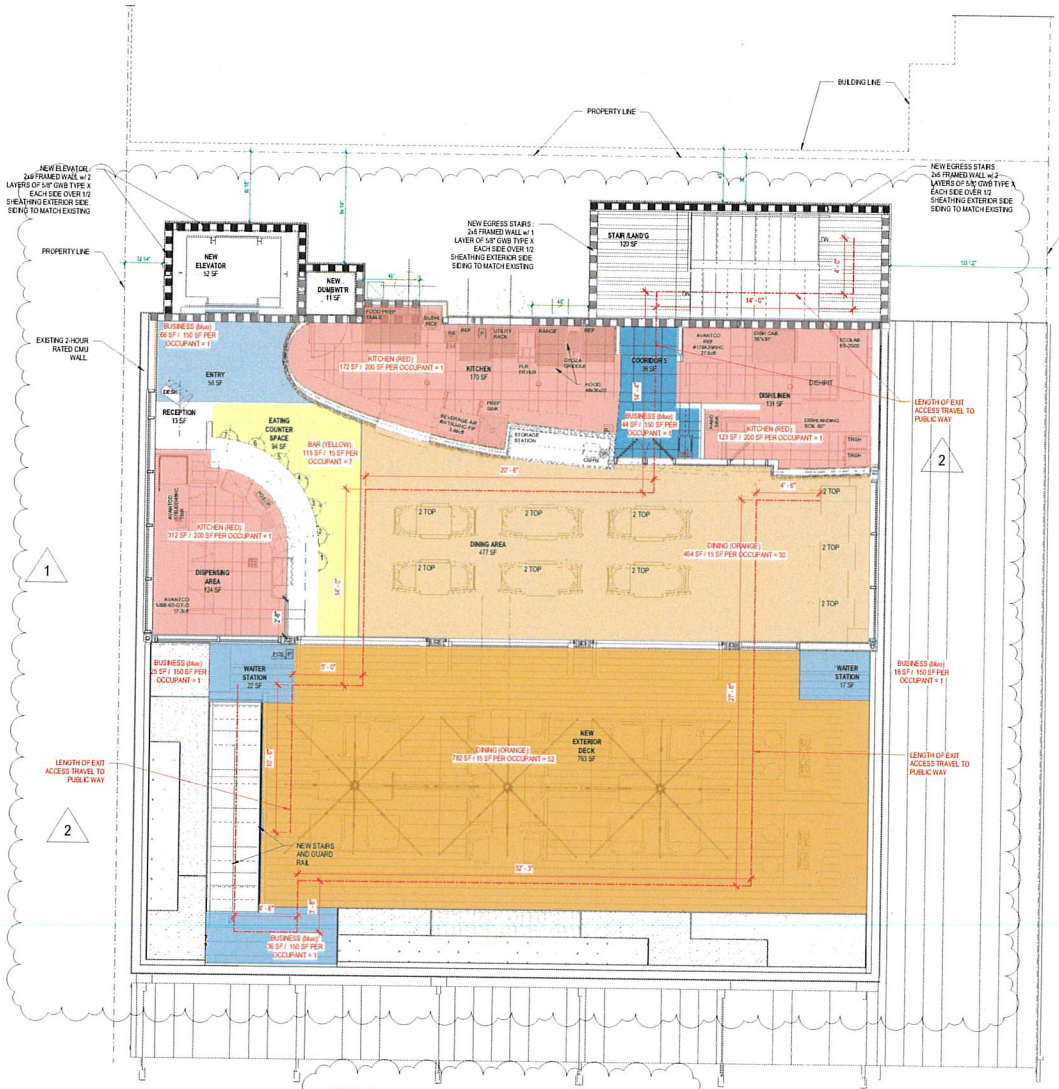
REVISIONS:
1 PLAN RESUBMITTAL 4 9 21

DATE: 02-12-21

A102.2

NEW FIRST FLOOR PLAN CODE

Sheet Issue Date:
5/7/2021 7:06:08 AM



MINIMUM NUBER OF REQUIRED PLUMBING FIXTURES (TABLE 2902.1):	
ASSEMBLY - RESTAURANTS:	
WATER CLOSETS:	
MALE:	1 per 75
FEMALE:	1 per 75
TOTAL	2 per 150
TOTAL FLOOR OCCUPANTS	97 OCCUPANTS
REQUIRED WATER CLOSET:	2
REQUIRED LAVATORIES:	2
REQUIRED FOUNTAIN:	0
REQUIRED SERVICE SINK:	1

OCCUPANCY LOAD SCHEDULE (TABLE 1004.5):	
DINING AREA	82 OCCUPANTS
EATING COUNTER SPACE	7 OCCUPANTS
BUSINESS AREA	5 OCCUPANTS
TOTAL RESTAURANT	94 OCCUPANTS
KITCHEN AREA	3 OCCUPANTS
TOTAL FLOOR OCCUPANTS	97 OCCUPANTS

LEGEND

1-HOUR RATED WALL

2-HOUR RATED WALL

2-HOUR RATED OCCUPANCY SEPARATION - HORIZONTAL

1 NEW ROOF DECK - CODE PLAN - RT
1/4" = 1'-0"

WORKSHOP COLLABORATIVE
Architecture & Planning
753-16 Country Dr.
Jackson, WY 83001
207.690.9031

LICENSED ARCHITECT
KENNETH P. MASSOTO
(18-0222)
Date: 01/31/2023
STATE OF WYOMING

KAMPAI - ROOF TOP DECK

175 North Center Street
Jackson, WY 83001

REVISIONS
1. PLAN RESUBMITTAL 07.06.22
2. PLAN RESUBMITTAL 07.20.22
3. ADDENDUM #2 02-01-23

DATE: 01/31/2023

A104.2

ROOF DECK FLOOR PLAN
NEW CODE

Sheet Issue Date:
4/13/2023 1:00:40 PM

COMMERCIAL LEASE AGREEMENT

THIS COMMERICAL LEASE AGREEMENT (the "Lease") is made and entered into as of the 16th day of February, 2021 (the "Effective Date") by and between Kampai RE Holdings, LLC, a Delaware limited liability company ("Landlord") and Kampai Holdings, LLC, a Delaware limited liability company ("Tenant").

WITNESSESTH that for and in consideration of the covenants and agreements set forth herein, Landlord hereby leases to Tenant that property located at 175 Center Street, Jackson, WY, and legally described as:

> The East 66 feet of Lot 8 and the East 66 feet of the North 15 feet of Lot 9, Block 1 of the W.W. Smith Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 105 recorded August 26, 1912 with the Teton County, Wyoming Clerk, PIDN 22-41-16-37-3-23-003.

(the "Leased Premises" or the "Property")

This is a "triple net" Lease as set forth below, and Tenant shall pay, without notice and without abatement, deduction, or setoff, except as may be required or permitted by this Lease, all taxes, assessments, insurance premiums, utilities, expenses and other sums related to the Tenant's use of the Leased Premises, as more fully addressed herein. In the event of any non-payment thereof, the Landlord shall have, in addition to all other rights and remedies set forth in this Lease, all the rights and remedies provided by law. Tenant shall promptly deliver to Landlord proper and sufficient receipts and other evidence that all payments described herein have been made in full.

1. LEASED PREMISES. The Leased Premises consists of approximately 2,876 square feet of commercial restaurant space, including but not limited to, a main dining area, kitchen area and screened porch as well as a two-bedroom residential apartment (the "Apartment").

2. TERM. The initial term of this Lease commences on the date that the Town of Jackson issues a Certificate of Occupancy for the commercial space located within the Leased Premises and ending on the 30th day of June, 2031unless sooner terminated as provided herein (the "Initial Term"). No termination or expiration of this Lease shall affect the indemnities or other obligations of Tenant incurred during the term of this Lease.

3. OPTION TO RENEW. Provided Tenant is not in default, Tenant shall be entitled to renew this Lease for two (2) additional terms of ten (10) years each on the same terms and conditions as set forth herein. Tenant shall give Landlord written notice of its intent to renew no later than thirty (30) days prior to the applicable Termination

Date. If written notice of Tenant's desire to renew is not given to Landlord within the time specified, this option shall expire.

[redacted]

5. SECURITY DEPOSIT. Tenant shall not be required to pay a security deposit. Notwithstanding, Tenant shall be liable to Landlord for any damages to the Leased Premises other than ordinary wear and tear.

6. ACCESS. Tenant may, at any time during the term of this Lease or any renewal thereof, determine and change the hours during which it shall keep the Leased Premises open for business. Tenant's servants, employees, agents, and business invitees shall, at all times during which the Tenant is open for business, have the free and uninterrupted right of access to the Leased Premises. Tenant shall have, and the Landlord agrees that the Tenant shall have, at all times during the term or any extended term hereof, the right to quietly and peacefully use and enjoy the Leased Premises, free from any annoyance, hindrance, or other interference of any kind of the Landlord or any agent of the Landlord, or by any other tenant or any other person, except as hereinafter provided.

7. USE OF THE LEASED PREMISES. Tenant shall use the commercial portion of the Leased Premises for a restaurant, or for such other purpose or purposes as may be approved by the Landlord in writing in advance of the commencement of such use, such approval not to be unreasonably withheld. When used as a restaurant, it is intended that the restaurant will serve liquor per the terms of a valid Liquor License issued by the Town of Jackson. Tenant may use the Apartment as employee housing, or may otherwise sub-lease the Apartment so long as any sublease ia approved in advance by Landlord. Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy. Tenant agrees not to deface or damage the building in any manner. Tenant agrees not to use or permit the use of the Leased Premises, or any part thereof, for any purpose prohibited by law or County regulations, and Tenant agrees, at its sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the conditions, use, and occupancy of the Leased Premises throughout the entire term of this Lease.

In addition to the foregoing, Tenant shall not use or occupy or permit the Leased Premises or any part thereof to be used or occupied for any business, use, or purpose deemed disreputable, extra hazardous, or which would make void or voidable any insurance then in force or which would increase the premiums for or make it impossible to obtain fire or other insurance, or which will cause or be likely to cause structural damage to the building or any part thereof.

8. SURRENDER. Upon the termination of this Lease, Tenant shall quit and surrender the Leased Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the Leased Premises, including, but not limited to carpeting, wall paneling, ceiling tiles, and light fixtures, and excepting movable furniture and movable trade fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

9. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's sole discretion, may make alterations or improvements to the Leased Premises, which improvements shall not require the approval or written consent of Landlord.

Tenant shall keep the Leased Premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the request of Tenant, and shall indemnify and save harmless Landlord and the Leased Premises and the building of all such liens or claims of lien, and all attorney's fees and other costs and expenses incurred by reason thereof.

Landlord shall have the right at any time to alter, repair, or improve the Leased Premises and the building on the property, and for that purpose the Landlord and its representatives may enter on and about the Leased Premises and the building with such materials as the Landlord may deem necessary.

10. ACCEPTANCE OF PREMISES. Tenant acknowledges that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the Leased Premises. Tenant's acceptance and occupancy of the same constitutes Tenant's acknowledgment that there is, in or about the Leased Premises nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair. Tenant hereby waives any claim for damages that may arise from any defects in the Leased Premises after occupancy or after the commencement date of this Lease.

11. REPAIR AND MAINTENANCE.

a. Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior of the Leased Premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. Tenant shall maintain

all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions.

b. Tenant shall perform regular service, routine maintenance as well as major repairs and replacement. Tenant is responsible for keeping the pipes from freezing.

12. UTILITIES AND OTHER SERVICES. Tenant shall arrange for any installation of and pay all utilities for the Lease Premises, including but not limited to, electrical, gas, water, telephone, internet, or public utility services and Landlord shall not be required to furnish to Tenant any facilities or services of any kind.

13. TAXES. In addition to monthly rent, Tenant shall be responsible for payment of all state taxes, real property taxes, real estate assessments, or any other governmental charges, assessments, or taxes levied upon the Leased Premises (the "Property Taxes"). Tenant shall pay to Landlord the full amount of all Property Taxes within ten (10) days of receipt of the tax bill from Landlord. All tax payments shall be in addition to all rent or other monies owed to Landlord. Tenant shall be solely responsible to pay all taxes on Tenant's personal property, trade fixtures, and other property places by Tenant in, on, or about the Leased Premises. In the event Tenant shall default in the payment of Property Taxes, Landlord shall have the right to pay the same, and the amount so paid shall be payable by Tenant to Landlord, on demand, with interest thereon at a rate of eighteen percent (18%) per annum.

14. RIGHT OF ENTRY.

a. Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times, upon reasonable notice, for the purpose of inspecting the same, showing the same to prospective purchasers or Tenants, or to make such repairs, alterations, improvements, or additions as the Landlord may deem necessary or desirable. Landlord may enter the Leased Premises at any time for the enforcement of this Lease and for the protection of any of the Landlord's property.

b. Except in the event of an emergency, Landlord shall provide at least twenty-four (24)-hours' notice to Tenant prior to entry, and shall make such access during normal business hours.

c. Landlord or its agents may enter the Leased Premises by a master key or may forcibly enter the Leased Premises, provided that any such entry shall only be in the event of an emergency requiring immediate entry. Landlord shall use its best faith efforts to ensure that any repair, alteration or improvement of the Leased Premises, or inspections of the Leased Premises take place at times which will have the least impact on the conduct of Tenant's business and will not otherwise violate Tenant's use and enjoyment of the Leased Premises.

d. If, during the last month of the Term, Tenant shall have removed all or substantially all of its property from the Leased Premises, Landlord may

immediately enter and alter, renovate, and redecorate the Leased Premises without elimination or abatement of rent and without liability to the Tenant for any compensation, and such acts shall have no effect upon this Lease.

15. SIGNS. All signs erected by Tenant shall, at Tenant's sole expense, comply with all applicable regulations of the Town of Jackson, Wyoming. Except during the last sixty (60) days of the Lease term or extension wherein Tenant has not exercised its right to renew (if applicable), Landlord will not place "for sale" or "for rent" signs in or on the Leased Premises.

16. COVENANT OF QUIET ENJOYMENT. Tenant, upon payment of the rent as herein provided, and upon the performance of all the terms and conditions of this Lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the Leased Premises without any disturbance from Landlord or any other person claiming through Landlord.

17. COMPLIANCE WITH LAW. Tenant, at its sole expense, shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Tenant with respect to the Leased Premises. Tenant, at its sole expense, shall obtain all licenses or permits which may be required for the use or conduct of its business within the terms of this Lease, and for the making of repairs, alterations, improvements or additions (if the same are permitted by the Landlord as hereinafter provided), and Landlord where necessary will join with Tenant in applying for such permits or licenses.

18. INSURANCE.

a. Tenant shall, at its sole cost and expense, for the term of this Lease and any renewal thereof, maintain and keep in force for the benefit of Landlord a policy or policies of general accident, public liability, casualty, and property damage insurance. All premiums shall be paid prior to or on the policy due date and all coverage limits shall be approved by Landlord. Tenant's general liability policy shall specifically name Landlord as an additional insured, and shall cover all risks incidental to Tenant's use of the Leased Premises and business in connection therewith.

b. Tenant, at its sole cost and expense, shall obtain fire and "all-risk" insurance in an amount equal to at least 100% of the full replacement cost of all Tenant's contents, inventory, furniture, furnishings, fixtures, equipment, and all other property removable by Tenant under provisions of this Lease, less any required standard co-insurance requirements, and the Tenant shall cause the Landlord to be named as an additional insured.

c. Tenant shall deposit with the Landlord certificates of all required insurance policies obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including said policies referred to immediately above, shall

provide that the same may not lapse or be canceled without at least ten (l0) days' prior written notice to the Landlord.

d. Tenant agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Tenant shall, immediately, cause a full and complete report to be made of any and all injuries or accidents upon the Leased Premises upon forms submitted to Tenant by Landlord for that purpose and shall, further, notify Landlord, immediately, of any such injury or accident.

19. ASSIGNMENT AND SUBLEASE. Tenant may sublease the Apartment without the prior written consent of the Landlord. Tenant may only assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest therein, or sublet or assign the commercial portion of the Leased Premises to any other person, firm, corporation, or other entity other than Tenant with the written approval of Landlord. However, any such assignment or subletting must comply with any Promissory Note or Mortgage that may encumber the Property.

20. COVENANTS OF THE TENANT. Tenant covenants that it shall not do any of the following without the prior consent, in writing, of the Landlord:

a. Fail to observe a standard of reasonable care with regard to the repair, operation and maintenance of the Leased Premises, including adjacent property, stairs, parking lots, etc., so as to create or fail to abate any situation which poses a risk of injury to any person reasonably expected to come upon the same, or do or suffer to be done anything objectionable whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof, or on the building of which the Leased Premises is a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when the Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of the Landlord hereunder, the Tenant shall pay to the Landlord, as additional rent, any increase of premiums on insurance carried by the Landlord on the Leased Premises, or any part thereof, or on the building of which the Leased Premises is a part, caused in any way by the occupancy of the Tenant or by its operation of a business within the Leased Premises, or by its employees.

b. Commit or suffer to be committed by any person any waste or nuisance upon the Leased Premises.

The Tenant agrees that it will do the following:

c. Keep the Leased Premises sufficiently heated to prevent freezing of water pipes and fixtures;

d. Do all things reasonably possible to prevent the filing of any mechanics, judgment, materialmen's or other liens against the Leased Premises or any part thereof, or to the leasehold interest of the Tenant, by reason of work, labor, services

or materials supplied or claimed to have been supplied to the Tenant, or to anyone holding the Leased Premises or any part thereof through or under the Tenant. If any such lien shall at any time be filed against the Tenant's interest in the Leased Premises or this Lease, the Tenant shall either cause the same to be discharged of record within twenty (20) days of the date of the filing of the same, or if Tenant, in its discretion and in good faith, determines that such lien should be contested, the Tenant shall furnish such security as shall be necessary or required to prevent any foreclosure against the Tenant's interest in the Leased Premises during the pendency of such contest. If the Tenant shall fail to discharge such lien within such period, or fail to furnish such security, then, in addition to any other right or remedy of the Landlord resulting from such default, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by getting security or in such other manner as is or may become prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanics or other lien law. In the event a lien is placed on the Leased Premises based on Tenant's action or inaction, Tenant shall protect and indemnify Landlord against all loss, expense, or damage, including reasonable attorney's fees, resulting therefrom.

21. DAMAGE TO/DESTRICTION OF PREMISES.

a. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other calamity and the Leased Premises is not thereby rendered untenantable *in whole or in part*, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenantable *only in part*, the Landlord shall promptly cause the damage to be repaired, and the rent, meanwhile, shall be abated proportionately to the portion of the premises rendered untenantable and any access or parking similarly rendered untenantable. If, by reason of such occurrence, the Leased Premises shall be rendered *wholly untenantable*, the rent, meanwhile, shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the provisions of the immediately preceding sentence, if the Leased Premises shall be rendered wholly untenantable by reason of such occurrence and the property cannot be repaired within three (3) months from the date of such damage or access to the Leased Premises is prevented for such period, Tenant shall, at his option, have the right to declare the balance of this Lease null and void. If the Tenant does not exercise his option to cancel this Lease, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and rent shall be abated during the period of such repairs. If after due notice is given, the Tenant fails to exercise his option following substantial destruction of the Leased Premises within thirty-six (36) months of the end of the original term of this Lease, or if said destruction occurs within the last two (2) years of the term of this Lease, the Landlord may terminate the Lease with Tenant's consent, which consent shall not be unreasonably withheld.

b. If any such damage occurring to the Leased Premises, whether partial or complete, shall occur as a result of the fault or neglect of the Tenant, Tenant's

servants, employees, agents, business invitees, licensees, or subtenants, there shall be no apportionment or abatement of rent during the term of this Lease.

c. The foregoing provisions shall apply to any exercise of eminent domain, condemnation, taking or conveyance in lieu or in avoidance of same, as if it was a casualty. In the event any condemnation award is made, it shall inure to the benefit of the Landlord other than any amounts specifically attributable to Tenant's loss of business, rental loss or relocation costs.

22. TENANT'S PROPERTY.

a. The Tenant shall be responsible for and shall pay before delinquency, all municipal, county or state assessments during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

b. The Landlord shall not be liable for any damage or loss to property of the Tenant or of others located on the Leased Premises by theft or otherwise. The Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. The Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which it forms a part. All property of the Tenant or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant and his subtenants only, and the Tenant shall hold the Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of the Landlord.

23. LANDLORD'S EXONERATION. Landlord shall not be liable for injury or damage to persons or property occurring within or upon the Leased Premises unless caused by or resulting from the negligence of Landlord or any of Landlord's servants, agents or employees acting within the scope of their employment.

24. INDEMNIFICATION. To the extent not covered by insurance, Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury, or damage to property occurring in, on or about, or arising out of or from the Leased Premises, or the occupancy or use of the Leased Premises by the Tenant or its subtenants, agents, licensees, invitees, guests, customers, etc. or occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, invitees, contractors, customers, employees, or subtenants, so long as the same were not proximately caused by the negligence or willful conduct of the Landlord or its agents, employees, or servants.

25. TRADE FIXTURES. All trade fixtures installed by the Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by it on or before vacating the Premises. Any damage caused to the Leased

Premises as a result of such removal by the Tenant shall be repaired by Tenant at its own expense. Any such trade fixtures not removed at or prior to termination of this Lease shall become the sole property of Landlord. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any renewal or extension thereof, and shall become the sole property of Landlord.

26. NOTICES. All notices, demands or other writing in this Lease provided to be given, made or sent by either party to the other shall be in writing and shall be validly given or made only if personally delivered with a receipt obtained from the person receiving the notice, or sent by certified United States mail, return receipt requested, or if sent by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or other delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner:

To Landlord:
Kampai RE Holdings, LLC
4020 West Lake Creek Drive, 1st Floor
Wilson, WY 83014
Email: ncross@bamfunds.com

To Tenant:
Kampai Holdings, LLC
175 Center Street
P.O. Box 12136
Jackson, WY 83001
Via email to: ncross@bamfunds.com

or at such other place as may be designated by either party from time to time in writing in the same manner as provided herein. Additionally, the parties shall notify one another by e-mail.

27. SUBORDINATION. This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Leased Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

28. ACCEPTANCE OF PREMISES. Tenant acknowledges that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the Leased Premises. Tenant's acceptance of occupancy of the same constitutes Tenant's acknowledgment that there is in or about the said Leased Premises nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair, and Tenant hereby waives any claim

for damages that may arise from any defects in the Leased Premises after occupancy or after the commencement date of this Lease.

29. ABANDONMENT OF PREMISES. Tenant shall not vacate or abandon the Leased Premises at any time during the term hereof; if Tenant shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be encumbered to Landlord.

30. MAINTENANCE AND REPAIRS.

a. Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior and exterior of the Leased Premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. Tenant shall maintain all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions. The Tenant shall perform regular service, routine maintenance, and general repairs. Tenant shall at Tenant's expense promptly remove all snow from the Leased Premises and shall remove snow from the roof of the building or buildings on the Leased Premises so often as is necessary to prevent the roof or roofs from leaking or collapsing or suffering structural damage.

b. Tenant shall repair, at its own expense, all damage or destruction of any plate or window glass in the Leased Premises and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the Leased Premises or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount thereof shall be deemed to be, and be paid as, additional rent by Tenant.

c. Major repairs and replacement other than said regular service and routine maintenance shall be performed by the Landlord, unless the major repairs and replacements resulted from the Tenant's negligence to perform regular service and routine maintenance or resulted from any other act or omission of Tenant. Tenant is responsible for keeping the pipes from freezing.

31. DEFAULT.

a. If Tenant shall fail to pay any part of the rent herein provided or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided under this Lease, or otherwise fails to comply with the terms and conditions of this Lease, or if a petition in bankruptcy or for an arrangement be filed by or against Tenant, or if Tenant be adjudicated bankrupt or insolvent or if a receiver is appointed, or if default shall be made in any of the other covenants or conditions on Tenant's part agreed to be performed, besides other rights or remedies it may have, if

such failure to pay rent or such other sum, or such default shall continue for twenty (20) days after written notice thereof from Landlord to Tenant, or in the event that it shall be necessary for Landlord to give Tenant three (3) notices of default within any lease year, then it shall be deemed a "default" for the purposes of this Lease and then Landlord may either terminate this Lease or re-enter the premises by summary proceedings or otherwise, remove all persons and property from the premises without liability to any person for damages sustained by reason of such removal, and re-let the Leased Premises at such rental and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable.

b. Landlord may then re-let the Leased Premises at such rental and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable. In such event, Tenant shall remain liable for the monthly rent reserved in this Lease, plus the reasonable costs of obtaining possession of and re-letting the Leased Premises and of any repairs and alterations necessary to prepare them for re-letting, less the rents received from such re-letting, if any. Any and all monthly deficiencies so payable by Tenant shall be paid in their entirety on the first of the consecutive month on the date herein provided for the payment of rent.

c. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

d. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by law. If the Tenant is in default, the Landlord may prevent removal of property from the Premises by any lawful means it deems necessary to protect its interest.

32. ATTORNEY'S FEES. If an action shall be brought to recover any rental under this Lease, of, for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery or possession of the Leased Premises the prevailing party shall be entitled to recover from the other party a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. If any person not a party to this Lease shall institute an action against Tenant in which the Landlord, involuntarily and without cause, shall be made a party defendant, the Tenant shall indemnify and save the Landlord

harmless from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by the Landlord in such action.

33. HOLDING OVER. Should the Tenant hold possession hereunder after the expiration of the Lease term hereby created with the consent of the Landlord, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified.

34. WAIVER. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any rent payment hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rent. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

In addition to the foregoing, Tenant specifically agrees that, notwithstanding the fact that Landlord (or Landlord's contractor, employees or agents) may gratuitously make, or cause to be made, necessary repairs, maintenance, or snow and ice removal, whether on an intermittent basis, such actions shall not constitute a waiver or release of Tenant's duties hereunder to perform the same promptly as the same may be necessary, nor do such actions constitute an acceptance by Landlord of the duty to do the same.

35. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, war, pandemic, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

36. SURRENDER. The Tenant shall, on the last day of the term, or upon the sooner termination of the term of this Lease, peaceably and quietly surrender the Leased Premises to the Landlord, in a clean and orderly condition and any new buildings, structures, replacements, additions, or improvements constructed, erected, added or placed thereon by the Tenant shall be in as good condition and repair as when they were completed, with the natural wear and tear thereof excepted. The Tenant may at any time prior to or upon the termination of Lease or any renewal or extension thereof remove from the Leased Premises all trade fixtures and other personal property of the Tenant provided that such property is removed without substantial injury to the Leased Premises. Any such property not removed, shall, at the option of the Landlord, become the property of the Landlord.

37. TIME OF THE ESSENCE. Time is of the essence in this Agreement, and of each and every covenant, term, condition and provision hereof.

38. CONSTRUCTION OF LEASE. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair market meaning and not strictly for or against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular, and the neuter gender includes the masculine and feminine. In the event there is more than one Tenant, the obligations to be performed shall be joint and several. Landlord and Tenant agree that in the event any term, covenant, or condition herein contained herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained.

39. BINDING EFFECT. All of the terms, conditions, and covenants of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns.

40. REPRESENTATIONS. This Lease embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Lease shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Lease.

41. EXCULPATION CLAUSE. In addition to any other provisions hereof regarding the exoneration or indemnification of Landlord, Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or in the obligation or liability arising therefrom or in connection therewith, Tenant shall look solely to the insurance coverage or the equity of the Landlord or the then owner of the Leased Premises for the satisfaction of any remedies of Tenant in the event of any claimed breach by the Landlord of any of its obligations. Such exculpation of liability shall be absolute and without any exception whatsoever.

42. LAW; JURISDICTION; AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wyoming, without giving effect to the conflict of law principles thereof. The parties also agree that the proper forum for any litigation arising under the terms of this Agreement shall be the state courts of the State of Wyoming, Ninth Judicial District. In the event Landlord should bring an action under the forcible entry and detainer law, the Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any right to a jury

trial and agrees that it will not demand a trial by jury in such event.

43. EXECUTION. This Lease may be executed in counterparts, each of which shall be an original. Electronic signatures, as well as signatures by scan or facsimile are deemed valid.

IN WITNESS WHEREOF, the parties have executed this agreement as indicated below, but shall be effective on the year and date first above-written

LANDLORD:

Kampai RE Holdings, LLC

By:

Natalie Cross, Authorized Signatory

TENANT:

Kampai Holdings, LLC

By:

Natalie Cross, Authorized Signatory

KAMPAI HOLDINGS LLC
CERTIFICATE OF AUTHORITY

I, Dmitry Balyasny, being the Managing Member of Kampai Holdings LLC ("Kampai"), a limited liability company duly organized and validly existing under the laws of Delaware, and having its place of business at 4020 W. Lake Creek Drive, 1st Floor, Wilson, WY 83014 ("Balyasny"), in the name and on behalf of Kampai, hereby:

(a) represent, and warrant that I am a duly authorized representative of Kampai and am authorized to execute this Certificate on behalf of Kampai;

(b) certify that below is a true, complete and correct copy of the written consent (the "Consent") duly adopted by me, as of November 13, 2020, which Consent has not been amended, modified, revoked or rescinded since its adoption to and including the date hereof;

RESOLVED, that, the persons listed below be, and hereby are, deemed to be authorized signatories of Kampai, each individually authorized to execute such agreements and documents as may be necessary to operate Kampai, including, but not limited to, documents related to the opening of bank accounts, utilities accounts and related operating accounts, as well as documents effecting the transfer of funds on behalf of Kampai; provided that such authorized person is carrying out the policy decisions of the Managing Member and provided further that for transfers of funds in excess of $20,000, the signature of Natalie Cross or Dmitry Balyasny shall be required. This current version supersedes all previous versions and prior lists:

Natalie Cross

Chris Massad

(c) certify that the table below sets forth the authorized signatories of Kampai and their respective specimen signatures.

AUTHORIZED PERSONS

NAME	TITLE	SIGNATURE
Natalie Cross	Authorized Signatory	
Chris Massad	Authorized Signatory	

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Authority on this 13th day of November, 2020.

KAMPAI HOLDINGS LLC

By:_____
Name: Dmitry Balyasny

DocuSign Envelope ID: 35678B67-A1DE-43E6-9289-8589928C6FAE

KAMPAI RE HOLDINGS LLC
CERTIFICATE OF AUTHORITY

I, Dmitry Balyasny, being the Managing Member of Kampai RE Holdings LLC ("Kampai"), a limited liability company duly organized and validly existing under the laws of Delaware, and having its place of business at 4020 W. Lake Creek Drive, 1st Floor, Wilson, WY 83014 ("Balyasny"), in the name and on behalf of Kampai, hereby:

(a) represent, and warrant that I am a duly authorized representative of Kampai and am authorized to execute this Certificate on behalf of Kampai;

(b) certify that below is a true, complete and correct copy of the written consent (the "Consent") duly adopted by me, as of November 19, 2020, which Consent has not been amended, modified, revoked or rescinded since its adoption to and including the date hereof;

RESOLVED, that, the persons listed below be, and hereby are, deemed to be authorized signatories of Kampai, each individually authorized to execute such agreements and documents as may be necessary to operate Kampai, including, but not limited to, documents related to the opening of bank accounts, utilities accounts and related operating accounts, as well as documents effecting the transfer of funds on behalf of Kampai. This current version supersedes all previous versions and prior lists:

Natalie Cross

(c) certify that the table below sets forth the authorized signatories of Kampai and their respective specimen signatures.

AUTHORIZED PERSONS

NAME	TITLE	SIGNATURE
Natalie Cross	Authorized Signatory	Natalie Cross

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Authority on this 19th day of November, 2020.

KAMPAI RE HOLDINGS LLC

By: _____
Name: Dmitry Balyasny
Title: Managing Member

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Kampai Holdings LLC
Filing ID	2020-000948808
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Delaware	Filing Date	10/01/2020 3:48 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

4020 W. Lake Creek Drive, 1st Floor
Wilson, WY 83014

Mailing Address

PO Box 1001
Wilson, WY 83014

Registered Agent Address

Corporation Service Company
1821 Logan Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Kampai Holdings LLC
Filing ID	2020-000948808
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2022
License Tax	$91.40	AR Exempt	N	AR ID	07633825
AR Date	9/15/2022 11:14 AM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address

Principal Address

4020 W. Lake Creek Drive, 1st Floor
Wilson, WY 83014

Mailing Address

PO Box 1001
Wilson, WY 83014

Annual Report History

Num	Status	Date	Year	Tax
06762900	Original	10/08/2021	2021	$993.20
Principal Address 1 Changed From: 1890 S Stonefly Dr To: 4020 W. Lake Creek Drive, 1st Floor				
07633825	Original	09/15/2022	2022	$91.40

Amendment History

ID	Description	Date
2021-003437165	Delinquency Notice - Tax	10/02/2021
See Filing ID	Initial Filing	10/01/2020

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees:
- Annual Fee: $ _____
- Prorated Fee: $ 3164.70
- Transfer Fee: $ _____
- Publishing Fee: $ 100.00

Date filed with clerk: 9 / 14 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 / 12 / 23 (Month / Day / Year) through 3 / 31 / 24 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: MovieWorks LLC

Trade/Business Name (dba): MovieWorks

Building to be licensed/Building Address: 860 S HWY 89 (Number & Street)
Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: PO Box 6467 (P.O. Box or Number & Street)
Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 952-1735 Fax Number: ( )

Business E-Mail Address: tylerdavis34@ymail.com

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF JACKSON
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☒ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED

Specify months of your operation: from Jan to Dec

Days of Week (e.g. Mon through Sat): from Mon to SUN

Hours of Operation (e.g. 10a - 2a): from 4pm to 9pm

(2/21)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☑ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

   If Yes, please submit a copy of the lease and indicate:

   (i) When the lease expires, located on page_____paragraph_____of lease.

   (ii) The **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease.
   (Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☒ YES ☐ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
   Ted Stark is owner of Snake River Brewing Co.

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO

   If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

6. **RESORT LICENSE:**

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

(2/21)

9. **LIMITED RETAIL (CLUB) LICENSE:**

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. **LIMITED RETAIL (CLUB) LICENSE:**

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. **LIMITED RETAIL (CLUB) LICENSE:**

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. **LIMITED RETAIL (CLUB) LICENSE:**

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Tyler Davis	[redacted]					
Joe Rice						
C-Note Management Ted Staryk						
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

✖LLC

25%

25%

25%

(2/21)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
*See B.						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS

☑ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

TJH

TRIINU JENAS HANSEN – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 16, 202

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 13th day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Tyler Daw	manager
2)			
3)			
4)			
5)			
6)			

See below

TRIINU JENAS HANSEN – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 16, 2024

Witness my hand and official seal: _____
Signature of Notary Public

My commission expires: June 16th, 2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Tyler (First Name) Edward (Full Middle Name) Davis (Last Name)

[redacted]

Male or Female
Circle one

9/14/23
Date Signed

Applicant Signature

TRIINU JENAS HANSEN – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 16, 2024

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of September, 2023.

(SEAL)

Notary Public or officer authorized to administer oaths

Rev 4/20

BANK OF JACKSON HOLE
PRIVATE BANK

September 14, 2023

Bank of Jackson Hole,
A Division of NBH
PO Box 7000
Jackson, WY 83002

To Whom It May Concern:

Please accept this letter to provide reference for our client, Tyler Davis. We have been the bankers for Mr. Davis since March 2013.

Mr. Davis maintains a depository relationship with us, and the accounts are active and in good standing. Based on the information available with us, we can confirm that he has complied with all prevailing banking standards and policy as required of a client of our institution.

Should you have any questions, please feel free to contact me at the address or telephone number shown below.

Sincerely,

Katie Flom, Private Bank Relationship Manager
kflom@bojh.com or 307-732-3010

Commercial Lease Agreement
TRIPLE NET
(860 HWY 89 and Movieworks)

This Lease Agreement (the "Lease") is made and entered into to be effective as of the date of the last signature below (the "Effective Date"), by and between 860 HWY 89, LLC, a Wyoming limited liability company ("Landlord"), and Movieworks, LLC, a Wyoming limited liability company ("Tenant").

Recitals

Landlord is the owner of real property and improvements located at 860 S. Highway 89, Jackson, WY, Lot 6 and the East 20 feet of Lot 7 of Three Trees Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on June 11, 1985 as Plat No. 590 (the "Leased Premises");

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

1) **Lease of Leased Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord the Leased Premises, on the terms and conditions set forth in this Lease.
2) **Term of Lease**. The term of this Lease shall begin on September 10, 2021 and end at noon MST on September 9, 2022 (the "Term"). Tenant shall have three (3), one year options to extend lease. Option must be exercised 60 days prior to Lease Anniversary.
3) [redacted] in advance on the first of each month during the Term, with the following conditions:
   a. **Payment Terms.** All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time.
   b. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within ten (10) business days after due, Tenant shall be in Default and shall pay Landlord a late charge of 5% of the overdue amount. Additionally, such amounts shall accrue interest at a rate of ten percent (10%) compounded daily from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest, is paid. Acceptance of the late charge together with the underlying overdue payment does not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights under this Lease.
   c. **Security Deposit.** No security deposit

4) **Additional Rent – Triple Net.** In addition to the Rent set forth above, Tenant shall pay in advance and with the first rent payment due and continuing on a monthly basis thereafter throughout the Term, as additional rent, all costs associated with the Leased Premises including but not limited to the actual real and personal property taxes, all insurance premiums, alarm costs, water, sewer, and other utilities, building and common area maintenance charges including snow removal, repair charges, and property management fees or other assessments levied or assessed against Landlord (collectively "Operating Expenses"). Landlord shall provide Tenant with written notice of the estimated Operating Expenses to be paid by Tenant within ten (10) days of the signing of this Lease.

Landlord may, at Landlord's option revise the Operating Expenses estimate once during any calendar year, on at least thirty (30) days' written notice to Tenant and Tenant's monthly payments of additional rent under the Lease shall be adjusted accordingly for the balance of the calendar year. If the estimated Operating Expenses are less than actual expenses, Tenant shall pay to Landlord the difference within thirty (30) days of notice of such deficiency. If the Tenant estimated Operating Expenses are more than actual expenses, Tenant shall receive a credit for such over-payment against future Operating Expenses.

5) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.
6) **Taxes and Assessments.** Landlord shall pay all real estate taxes and assessments, and any other governmental charges, assessments or taxes pertaining to the Leased Premises during the Term of this Lease, but subject to Tenant's obligation to reimburse Landlord for such items in accordance with Paragraph 4.
7) **Utilities.** Subject to the obligations in Paragraph 4, to the extent utilities are metered separately to the Premises, Tenant shall establish, pay for and maintain all utilities accounts in its name. Tenant shall be solely liable for any loss, damage or injury from Tenant's failure to remove snow or ice from the Leased Premises and the sidewalk directly in front of the Leased Premises.
8) **Insurance.**
   - **a.** Landlord shall maintain, and pass through as Operating Expenses, fire and extended "all risk" insurance coverage on the Leased Premises in amounts as Landlord deems sufficient.
   - **b.** Tenant, at its cost shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.
   - **c.** Tenant, at is sole cost shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as additional insured's; (c) waiving the insurer's subrogation rights against the Landlord and their principals, shareholders, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary non-contributory basis. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis
   - **d.** Within three (3) business days of the Effective Date, Tenant shall provide Landlord with certificates of all insurance policies to be maintained by Tenant with evidence of payment of the premiums and shall provide copies or access to such copies of the actual policy upon demand by Landlord.
   - **e.** If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.
9) **Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a movie theater, concession stand and food service, or any other uses that may be accepted by Landlord in writing from time to time. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner. Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the

validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance.

10) **Sale of Alcoholic Beverages**. Tenant is expressly permitted to engage in the sale of alcoholic beverages on the Leased Premises so long as such sale is in compliance with all applicable laws, licenses, orders and regulations of any governmental authority.
11) **Smoking Prohibited.** Landlord does not allow, and Tenant agrees there shall be no smoking inside the Leased Premises.
12) **Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.
13) **Subordination to Mortgage.** This Lease is subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination is required by any mortgagee or security holder. Tenant shall, within three business days of Landlord's request, execute an estoppel certificate, subordination agreement or instrument as Landlord may reasonably request in this regard.
14) **Repair and Maintenance.** Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing and mechanical systems) in as good order and repair as it was as of the Effective Date, reasonable wear and tear excepted.
15) **Landlord's Access.** Landlord and its representatives may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: a) inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; b) in order to make repairs, additions or alterations as Landlord deems necessary; c) to post notices of non-responsibility under mechanics' lien law; d) to show the Leased Premises for sale, lease or mortgage financing; or e) for any other reasonable purposes.
16) **Alterations.**
    a. **Landlord.** Landlord shall have the right upon reasonable phone notice to enter the Leased Premises to make such improvements, additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises which cost shall be Operating Expenses. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.
    b. **Tenant.** Except for Trade Fixtures, as set forth in Paragraph 19 below, Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, and all additions or improvements made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord. In that event, Tenant shall remove such improvements and restore the Leased Premises to the condition which existed at the beginning of the Term. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant’s sole cost. All contracts for alterations or improvements shall contain a provision waiving the contractor’s right to claim a mechanic’s lien against the Leased Premises.

17) **Assignment of Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises in any way or permit the use of any part thereof by any subtenant, licensee or concessionaire, unless Tenant first obtains Landlord's written consent. In the event Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms of this Lease.

18) **Signs.** Upon the prior written approval of Landlord, Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises.

19) **Trade Fixtures.** Trade fixtures purchased by Landlord or anyone other than Tenant that are already in the Leased Premises when Tenant moves in shall remain the property of the Landlord. Trade fixtures purchased by Tenant shall be and remain the property of the Tenant during the Term as amended or extended. Tenant's trade fixtures shall be removable by Tenant at termination of the Lease unless otherwise agreed to in writing by Landlord and Tenant. Tenant may, in its reasonable discretion remove existing trade fixtures owned by Landlord and replace them with trade fixtures Tenant has purchased. During the Term, Tenant shall properly store, at its own costs, any of Landlord's trade fixtures removed by Tenant. At the termination of the Lease, Tenant shall restore the Leased Premises to the condition which existed at the beginning of the Term, including reinstalling trade fixtures owned by Landlord (if any were uninstalled). If for some reason Trade Fixtures of the Landlord were damaged during their removal, any replacement must be of similar or equal cost and approved in writing by Landlord prior to the termination of this Lease.

19) **Tenant's Covenants.** Tenant covenants that it shall:

- **a.** Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;
- **b.** Give to Landlord prompt written notice of any accident, fire defect, or damage occurring on or to the Leased Premises;
- **c.** Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;
- **d.** Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets (except as provided herein) pests or nuisances;
- **e.** Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any lien is filed against the Leased Premises, Tenant shall either cause it to be discharged within twenty (20) days after the date of the filing, or if Tenant, in Tenants' discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant fails to discharge such lien within such period, or fails to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs shall be considered Operating Expenses. Nothing in this section shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law;
- **f.** Repay Landlord, as Operating Expenses, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Lease, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;
- **g.** Obtain and maintain in force the liability insurance required hereby;
- **h.** Not permit anyone other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;

i. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.

j. Not do or allow anything objectionable to the insurance companies insuring the Leased Premises, which would void or suspend those insurance policies, or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Operating Expenses any increase in insurance premiums;

k. Permit waste upon the Leased Premises or any other nuisance; and

l. In the event the Town of Jackson or Teton County imposes any increased tax assessment or increased mill levy, Tenant shall pay to Landlord as Operating Expenses, any such increase.

20) **Landlord's Covenants of Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.

21) **Sale of Leased Premises**. Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this lease as amended or extended which shall remain in full force and effect.

22) **Payment After Termination**. Should Tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month- to-month tenant on all terms of this Lease.

23) **Surrender of Leased Premises.** Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made during the term, except for Tenant's Trade Fixtures it purchased or otherwise subject to Paragraph 19 (Trade Fixtures). Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned property from the Premises and such costs shall be considered Operating Expenses.

24) **Damage or Destruction to Leased Premises.** If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's agents, visitors, licensees, invitees or sub-tenants, and the Leased Premises are not rendered untenantable in whole or in part, Landlord shall cause the damage to be repaired, such costs shall be considered as Operating Expenses and the Rent shall not be abated. If, as a result, the Leased Premises are rendered untenantable only in part, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenantable but the costs of repair shall be considered Operating Expenses. If, as a result, the Leased Premises are rendered wholly untenantable, Landlord shall, at its option, either: (i) cause the damage to be repaired at its expense and the Rent, during such period of repair, shall be abated in whole but the Term shall not be extended; or (ii) declare the balance of the term hereof to be null and void. Subject to the next sentence, if repairs cannot be completed within three months, Tenant has the right to terminate the Lease. If any damage or destruction occurring to the Leased Premises, whether partial or complete, is caused as the result of the fault or any negligence of Tenant or Tenant's guests, invitees, agents, licensees or sub-tenants,

there shall be no apportionment or abatement of Rent during the Term and Tenant shall be solely responsible for restoring the Leased Premises.

25) **Tenant's Property.** Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

26) **Default by Tenant.**

a. Failure to pay Rent or Operating Expenses which failure continues for 10 (10) business days from the original due date constitutes a Default. Abandonment of the Leased Premises, the filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of twenty (20) days after written notice of such failure constitutes a Default. In the event of a Default, Landlord may (i) terminate this lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord. Both remedies of Landlord may be taken with or without legal proceedings, using such force as may be necessary. Further, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer. Tenant hereby grants to Landlord a "landlord's lien" in and to its personal property, fixtures and improvements to the Leased Premises in order to secure all of Tenant's covenants and obligations hereunder and Landlord, may, at its election, file a UCC statement for such lien and security interest.

b. If Landlord Terminates the Lease, it may remove Tenant and its Property from the Leased Premises. Tenant shall remain liable for all Rent, Operating Expenses, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be immediately due and payable by Tenant to Landlord at the time proscribed by the Lease and shall accrue interest as set forth in this Lease.

c. If Landlord elects not to terminate and to re-enter the premises, no such re-entry or taking possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfil its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses and Tenant shall pay to Landlord all such expenses as Operating Expenses. If the proceeds from re-leasing are, after payment of

expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.

d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or Equity. Waiver by Landlord of any breach of this Lease shall be effective only if it is in writing and shall not be deemed a waiver of any other breach, or subsequent breach of the same obligation. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of Termination or of Tenant's right to possession, the acceptance shall not affect the termination or reinstate Tenant's right to possession.

26) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.

27) Abandonment of Leased Premises. If Tenant shall abandon (lack of presence for more than three weeks uninterrupted) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole reasonable discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental and other charges required of Tenant hereunder, then Tenant agrees to pay such deficiency as Operating Expenses.

28) Involuntary Assignment and Bankruptcy. Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within twenty (20) days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

29) Waiver of Breach. The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.

30) Attorneys' Fees. In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge, mediator, or arbitrator "which party is the prevailing party" to such lawsuit.

31) Indemnification. Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests. Landlord shall indemnify Tenant and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or

from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Landlord, its agents, licensees, invitees, and guests if such was caused by the willful act or gross negligence of Landlord, its agents, licensees, invitees and guests.

32) Redevelopment of Property. Tenant agrees that Landlord may decide to redevelop and reconstruct the Leased Premises and the building in which they are contained subject to the following conditions: a) Landlord will give Tenant at least one months' notice of its intention to begin construction (specifying the nature of the work, the layout of the new building and Tenant's new space as well as the proposed new rental), which will take place, if possible, during the fall or spring "off seasons"; b) If Tenant is not required to vacate the Leased Premises, the work will be done in a manner so as to inconvenience Tenant and affect its business as little as possible under the circumstances, and if Tenant's business revenues are materially reduced, Tenant's rent shall be abated proportionately; c) if the work requires Tenant to vacate the premises, such as in the case of the complete demolition and reconstruction of the building, Tenant's rent shall fully abate for such period; d) the Base rent shall be adjusted to reflect any increase in the fair market rental of the Leased Premises as a result of the redevelopment; and e) if Tenant does not find its new space or the new rent acceptable, it may cancel this Lease by written notice delivered to Landlord at least sixty days prior to the beginning of construction.

33) Notices. Notices required to be given to the parties to this Lease shall be transmitted by one of the following methods: email; hand delivery; fax; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when sent via email or fax, when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail.

To Landlord:
Tyler Davis
P.O. Box 12111
Jackson, WY 83002
tylerdavis34@ymail.com

To Tenant:
Tyler Davis
PO Box 12111
Jackson, WY 83002
tylerdavis34@ymail.com

34) Entire Agreement. This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

35) Miscellaneous.

- **a.** Time is of the essence.
- **b.** The parties may execute a short-form memorandum of this Lease in recordable form which may, at either party's option, be placed of record in the Teton County land records.
- **c.** No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.
- **d.** Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words

"Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition of this Lease.

e. All the terms of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives.

f. This Lease shall be construed and enforced in accordance with and pursuant to governing Wyoming law.

g. Tenant may not set off against Rent or Operating Expenses, or other sums due any claims that Tenant has or thinks it has against Landlord.

h. This Lease may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.

i. Tenant shall at any time upon not less than five (5) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.

j. The parties agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event**.

k. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms hereof, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

l. No amendment or modification hereof shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.

36) Joint & Several Obligations. All obligations of Landlord and of the Tenant are joint and several.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:
860 HWY 89, LLC

_____
Tyler Davis
9/10/21
_____
Date

Tenant:
Movieworks, LLC

_____
Tyler Davis
9/10/21
_____
Date

2023 Bar and Grill Liquor License Application
Business Information / Plan of Operation

Name of Applicant: Movie works

Tell us about your business.
For established businesses:
When did your business open? 2021 (new owners)
Are you open year-round? If not, provide when and how long you are closed. yes
Provide your annual sales tax payments for the last three years. 2022 = $5,712.42 2021 = $8,925.54 (partial year) 2020 = 0
What is the percentage of your employees who live locally (including surrounding communities)? 100%
Provide the number of parking spaces your business has (excluding street parking). All shared with HOA
Are you located near a bus stop or pathway system? yes
Have you been involved with community events or public service? Describe. Donations to fundraisers, non profits
For new businesses:
What is the projected opening date for your business?

Will you be open year-round? If not, provide when and how long you will be closed (off-season).
What are your total sales projections for the next 3 years? 1st year of operation = 2nd year of operation = 3rd year of operation =
Will you hire locally (including surrounding communities)?
Provide the number of parking spaces your business will have (excluding street parking).
Will you be located near a bus stop or pathway system?
What are your plans for community involvement or public service?

All Applicants.
Describe your company structure and leadership team. ~~Partners~~ Owners rep - Tyler Davis Meg Petersen - General Manager. 23 years experience at Movieworks Jesse Roberts - Manager. 8 years experience at Movieworks

Describe the nature of your business and what products or entertainment will be provided including alcohol.

Movies and concessions

Describe your target market.

All

What is the official building capacity?

234

Describe frequent events or gatherings that will be held on your property.

Just Movies

You will be selling a high-addiction product; how will you be involved in the community to address that?

All employees will have TIPS training

Describe the process for customers to order alcohol and how it is delivered.

One line for alcohol, all employees will check IDs

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

NO

What is your plan to keep customers from leaving with open alcohol containers?

Prepared by:	Tyler Davis
Date:	9/18/23

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Movieworks LLC
Filing ID	2021-001012599
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/13/2021 3:07 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

860 S Hwy 89
Jackson, wy 83001

Mailing Address

po box 12111
jackson, wy 83002

Registered Agent Address

Tyler Davis
1140 HWY 22
PO Box 12111
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Tyler Davis 1140 Hwy 22

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Movieworks LLC
Filing ID	2021-001012599
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2023
License Tax	$60.00	AR Exempt	N	AR ID	08596288
AR Date	5/26/2023 1:16 PM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address

Principal Address

860 S Hwy 89
Jackson, wy 83001

Mailing Address

po box 12111
jackson, wy 83002

Annual Report History

Num	Status	Date	Year	Tax
07179742	Original	04/11/2022	2022	$60.00
08596288	Original	05/26/2023	2023	$60.00

Amendment History

ID	Description	Date
See Filing ID	Initial Filing	06/13/2021

(2/21)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees:
- Annual Fee: $ _____
- Prorated Fee: $ 3164.70
- Transfer Fee: $ _____
- Publishing Fee: $ 100.00

Date filed with clerk: 9 / 22 / 23

Advertising Dates: (2 Weeks) 11/29 & 12/6/23

Hearing Date: 12 / 11 / 23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 (Month) / 12 (Day) / 23 (Year) through 3 (Month) / 31 (Day) / 24 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Powder Keg Inc

Trade/Business Name (dba): Kemo Sabe

Building to be licensed/Building Address: 165 Center Street unit #1 (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO BOX 6559 (P.O. Box or Number & Street)

JACKSON (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 888-9002 Fax Number: ( )

Business E-Mail Address: _____

FILING FOR
- ☒ **NEW LICENSE**
- ☐ TRANSFER OF LOCATION
- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF **JACKSON**
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☐ LLC
- ☒ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED

Specify months of your operation: from Jan to Dec

Days of Week (e.g. Mon through Sat): from Sun to Sat

Hours of Operation (e.g. 10a - 2a): from 10am to 9pm

(2/21)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

   (a) **OWN** the licensed building? ☒ YES (own)

   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

   If Yes, please submit a copy of the lease and indicate:

   (i) When the lease expires, located on page_____paragraph_____of lease.

   (ii) The **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease.
   (Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO

   If "YES", explain: _____

---

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

   Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☒ NO

---

6. **RESORT LICENSE:**

   Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

   1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

---

7. **MICROBREWERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

   (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
   (Requires wholesale malt beverage license with the Liquor Division)

---

8. **WINERY LICENSE:**

   Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

   (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

(2/21)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Wendy Kunkle		[redacted]		18	56	[redacted]	
Robert Kunkle Jr.				4	36		
Andrew Wilson				3	8		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ Colorado)
) *SS.*
COUNTY OF Atkin)

Signed and sworn to before me on this 15th day of September, 20 23 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Wendy Kunkle	Wendy Kunkle	President & Owner
2)		Robert Kunkle Jr.	Owner
3)		Andrew Wilson	Owner
4)			
5)			
6)			

SAYEH PAKZAD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064050509
MY COMMISSION EXPIRES SEPTEMBER 01, 2027

Witness my hand and official seal: _____
Signature of Notary Public

My commission expires: 9/1/2027

Signed by Wendy Kunkle and Robert Kunkle Jr.

(2 21)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Wendy Kunkle		[redacted]		18	56		
Robert Kunkle Jr.				4	36		
Andrew Wilson				3	8		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

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Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ Texas)
) SS.
COUNTY OF Denton)

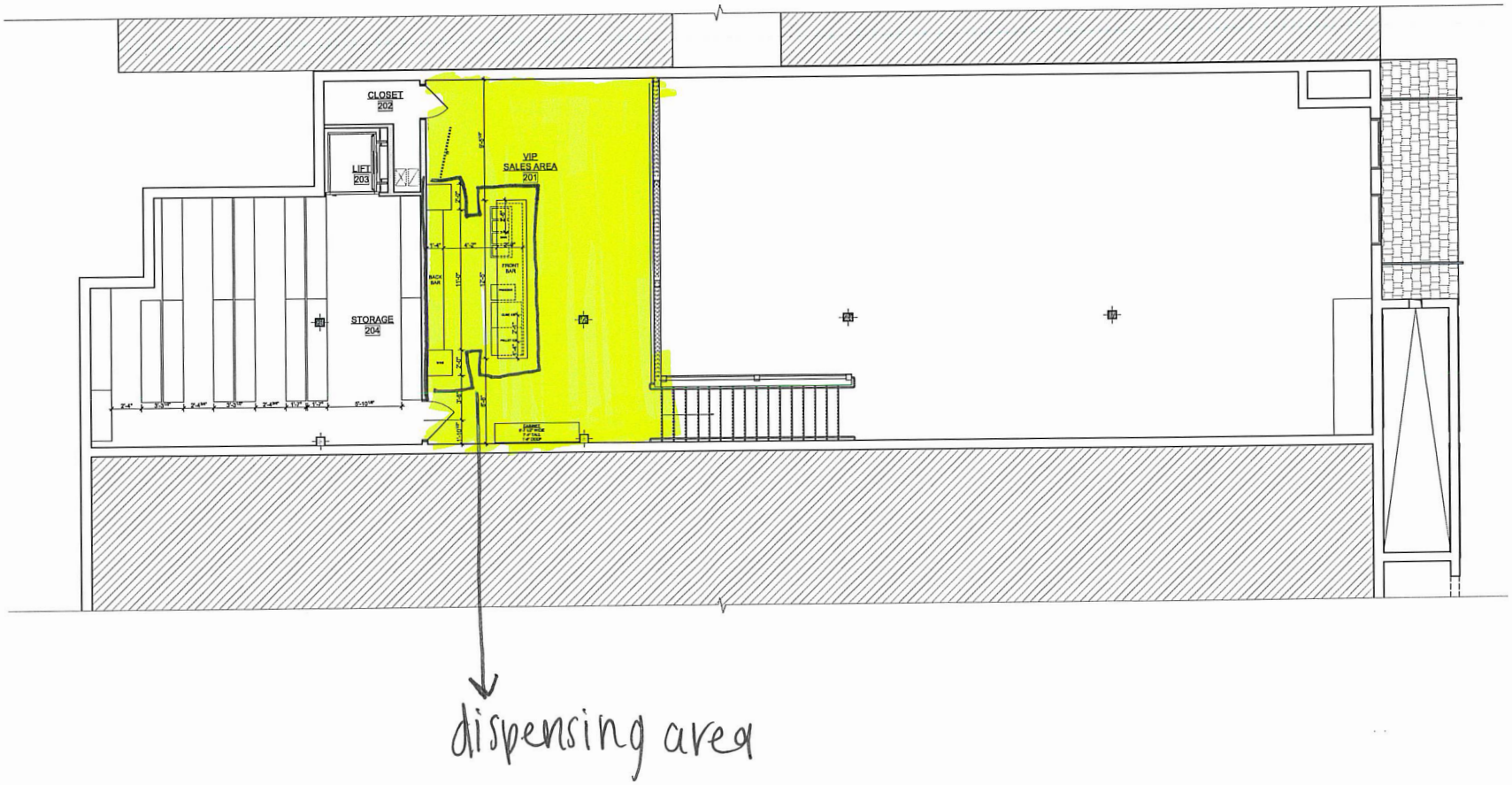
Signed and sworn to before me on this _____ day of September, 20 23 that the facts alleged in the foregoing instrument are true by the following:

1)	(Signature)	Wendy Kunkle (Printed Name)	President & Owner (Title)
2)	(Signature)	Robert Kunkle Jr. (Printed Name)	Owner (Title)
3)	(Signature)	Andrew Wilson (Printed Name)	Owner (Title)
4)	(Signature)	(Printed Name)	(Title)
5)	(Signature)	(Printed Name)	(Title)
6)	(Signature)	(Printed Name)	(Title)

ZACHARY JADE MORRISON
Notary Public, State of Texas
Comm. Expires 01-15-2025
Notary ID 130255310

Witness my hand and official seal: Zac Morrison
Signature of Notary Public

My commission expires: 01/15/2025



1 [P] UPPER LEVEL FURNITURE

1/4" = 1'-0"

N

KEMO SABE - JACKSON

165 CENTER STREET #1
JACKSON, WY 83001

BY	REVISIONS	DATE
Z4	PERMIT SET	01.10.22
Z4	PERMIT NOTES	02.16.22
Z4	95% CD SET	02.16.22
Drawn by:	523	

Date:	6/20/2022
Scale:	AS NOTED

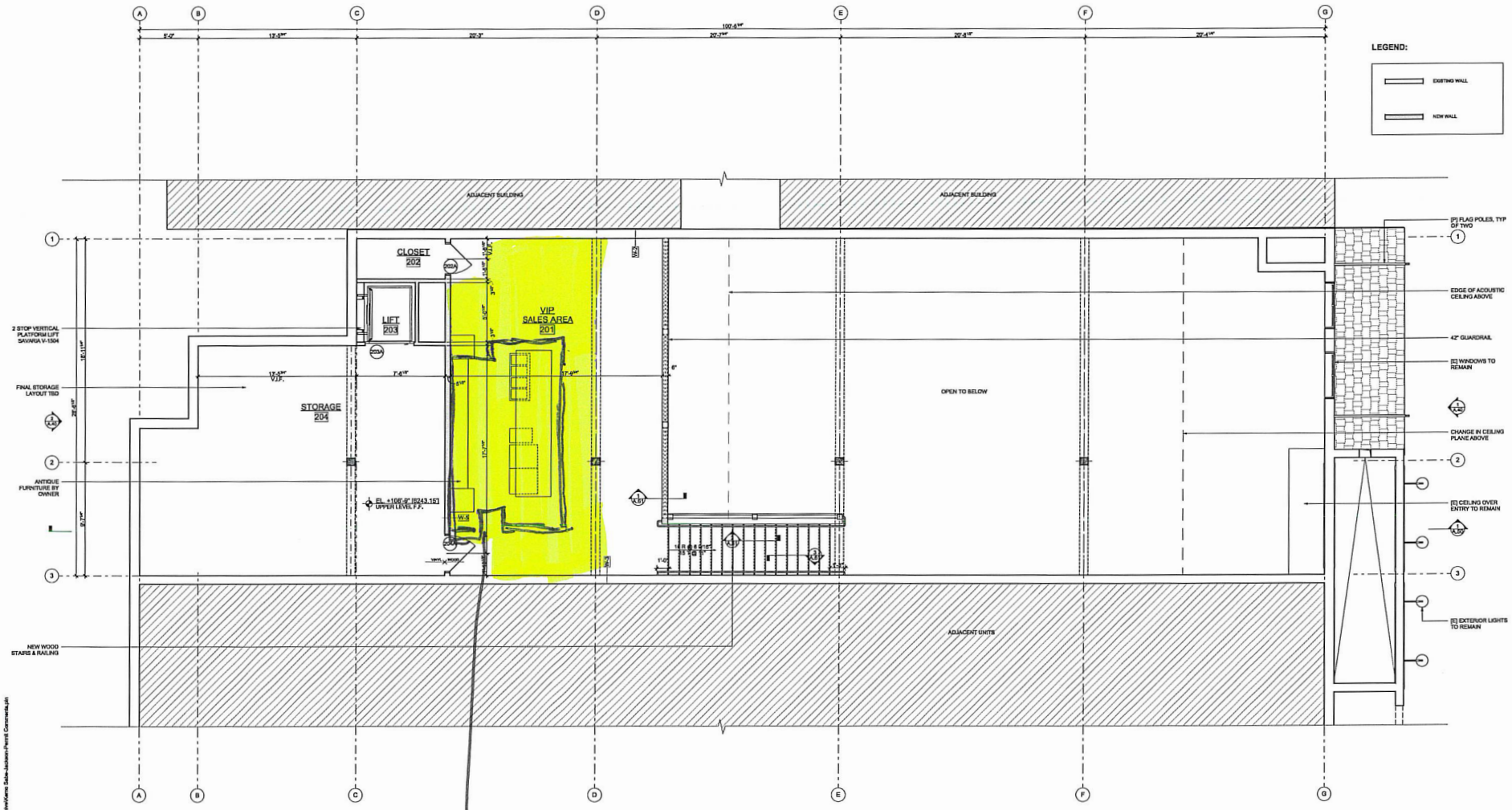
DRAWINGS NOT TO BE SCALED

[P] UPPER LEVEL FURNITURE PLAN

Ai.2

523 ARCHITECTURE
PO BOX 4857
BASALT, CO 81621
970.319.5627
WWW.523ARCHITECTURE.COM

C:\Users\Erik\Weiterman\OneDrive - 523 Architecture\523 Architecture\Projects\2022 Kemo Sabe Jackson\Model\Kemo Sabe-Jackson.pln



dispensing area

1 [P] UPPER LEVEL PLAN

1/4" = 1'-0"

N

FLOOR PLAN KEY NOTES:

1. ARCHITECTURAL S.O.F.F. 100'-0" EQUALS SURVEY ELEVATION 6,234.
2. OWNER AND ARCHITECT REVIEW OF THIS ALARM AND STROBE LOCATIONS WITH AN ACCESS FIRE DEPARTMENT PRIOR TO INSTALLATION.
3. SANITARY FACILITIES REQUIRED FOR WORKERS DURING CONSTRUCTION ENTITLEE PLANS IS TO BE AVAILABLE ON THE SITE FOR USE
4. ALL DIMENSIONS AND CONDITIONS ARE NOT AVAILABLE ON THE SITE FOR USE
5. ALL DIMENSIONS AND CONDITIONS ARE NOT AVAILABLE ON THE SITE FOR USE

BEING PERFORMED.
PERMIT NO: B22-0025
DATE: 2/17/2022
BUILDING OFFICIAL: KS

LEGEND:

EXISTING WALL

NEW WALL

ZONE ARCHITECTS LLC.
P.O. BOX 2508
ASPEN CO 81612
WWW.ZONE4ARCHITECTS.COM

KEMO SABE - JACKSON

165 CENTER STREET #1
JACKSON, WY 83001

LICENSED ARCHITECT
STATE OF WYOMING

BY	REVISIONS	DATE
Z4	PERMIT SET	01.10.22
Z4	PERMIT NOTES	02.16.22

Drawn by: Z4A

Date:	2/16/2022
Scale:	AS NOTED

DRAWINGS NOT TO BE SCALED

[P] UPPER LEVEL FLOOR PLAN

A.31

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Robert (First Name) Louis (Full Middle Name) Kunkle Jr. (Last Name)

[redacted]

Male or Female
Circle one

9-22-23
Date Signed

Applicant Signature

State of Ohio)
)ss
County of Cuyahoga)

Subscribed and sworn to before me this 22nd day of September, 2023.

NOTARIAL SEAL STATE OF OHIO
MEGAN L. HEFFRON
Notary Public, State of Ohio
Commission No. 2018-RE-728090
My Commission Expires
June 24, 2028

Notary Public or officer authorized to administer oaths

Rev 4/20

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

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Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: ANDREW (First Name) PHILIP (Full Middle Name) WILSON (Last Name)

[redacted] (Date of Birth / Driver License: State / Number)

Male or Female — Circle one

9/21/2023
Date Signed

Applicant Signature

State of Texas)
)ss
County of Cooke)

Subscribed and sworn to before me this 21st day of September, 2023

(SEAL)

CINDY HAMMER
Notary Public, State of Texas
Comm. Expires 04-10-2027
Notary ID 131987727

Cindy Hammer
Notary Public or officer authorized to administer oaths

Rev 4/20

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License and/or Permit. It is the duty of the applicant to seek any and all required reviews, authorizations, permits, and approvals from Town or County departments.

Please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Wendy (First Name) Marie (Full Middle Name) Kunkle (Last Name)

[redacted] (Driver License: State / Number)

Male or (Female) — Circle one

9/21/2023 — Date Signed

Wendy Kunkle — Applicant Signature

State of Texas)
)ss
County of Cook)

Subscribed and sworn to before me this 21st day of September, 2023

(SEAL)

CINDY HAMMER
Notary Public, State of Texas
Comm. Expires 04-10-2027
Notary ID 131967727

Cindy Hammer
Notary Public or officer authorized to administer oaths

Rev 4/20

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Powder Keg, Inc.
Filing ID	2022-001140884
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Colorado	Filing Date	07/25/2022 2:59 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares		Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

217 S Galena St
Aspen, CO 81611

Mailing Address

217 S Galena St
Aspen, CO 81611

Registered Agent Address

Kelcey Proctor
226 Roan Way
PO Box 5575
Etna, WY 83118

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Powder Keg, Inc.
Filing ID	2022-001140884
Type	Profit Corporation
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2023
License Tax	$423.76	AR Exempt	N	AR ID	09085966
AR Date	9/8/2023 10:28 AM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address
President	Wendy Kunkle 435 Fox Run Drive, Carbondale, CO 81623
Treasurer	Robert Kunkle, JR 19000 Lake Ave, Villas 111, Rocky River, OH 44116

Principal Address	Mailing Address
217 S Galena St Aspen, CO 81611	217 S Galena St Aspen, CO 81611

Annual Report History

Num	Status	Date	Year	Tax
09085966	Original	09/08/2023	2023	$423.76

Amendment History

ID	Description	Date
2023-004364528	Reinstatement - Tax	09/08/2023
	Filing Status Changed From: Inactive - Revoked (Tax) To: Active	
2023-004362411	Dissolution / Revocation - Tax	09/08/2023
	Filing Status Changed From: Active To: Inactive - Revoked (Tax)	
	Inactive Date Changed From: No Value To: 09/08/2023	
2023-004266098	Delinquency Notice - Tax	07/02/2023
See Filing ID	Initial Filing	07/25/2022

KEMO SABE ASPEN, CO SINCE 1990

List of Owners Personal Information

Wendy Kunkle

Robert Kunkle Jr

Andrew Wilson

[redacted]

VECTRABANK COLORADO

September 21st, 2023

Re: Statement of Financial Stability

To Whom It May Concern,

This Letter is to verify is the account owner of POWDER KEG INC DBA KEMO SABE, has been customer with Vectra Bank since March 21th, 1994 and all accounts are in good standing. The average fund balances over the past twelve (12) months is [redacted]

Please contact me with any questions.

Sincerely,

Luke Beiser

Branch Service Manager

Vectra Bank

534 E Hyman Ave.

Aspen, CO 81611

970-544-2214

KeyBank

September 21, 2023

Town of Jackson, WY
150 E. Pearl Avenue
Jackson, WY 83001

RE: Bank Reference for Powder Keg, Inc. dba Kemo Sabe

[redacted]

Comments:
Client is a valued customer of KeyBank and considered to be in good standing.

Should you require additional information from KeyBank, please send your requests through Powder Keg, Inc.

Sincerely,

Steve Emmons
Vice President - Commercial Banking
KeyBank, N.A.
(303) 810-8986
semmons@key.com

Office: (303) 306-4770
Mobile: (303) 810-8986

12101 E. Dartmouth Ave, Ste. 100
Aurora, CO 80014

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9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Wendy Kunkle		[redacted]		18	56	[redacted]	
Robert Kunkle Jr.				4	36		
Andrew Wilson				3	8		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).

☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this _____ day of September, 20 23 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	_____	Wendy Kunkle	President & Owner
2)	_____	Robert Kunkle Jr.	Owner
3)	_____	Andrew Wilson	Owner
4)	_____		
5)	_____		
6)	_____		

Witness my hand and official seal: _____
Signature of Notary Public

(SEAL)

My commission expires: _____

2023 Bar and Grill Liquor License Application
Business Information / Plan of Operation

Name of Applicant: Haley Sisitki, Event manager

Tell us about your business.
For established businesses:
When did your business open? August 9th, 2023
Are you open year-round? If not, provide when and how long you are closed. Yes, we are open year-round. Our hours are typically from 10am-9pm, with shortened business hours during the off season.
Provide your annual sales tax payments for the last three years. 2022 = [redacted] 2021 = 2020 =
What is the percentage of your employees who live locally (including surrounding communities)? 100%
Provide the number of parking spaces your business has (excluding street parking). 0
Are you located near a bus stop or pathway system? Yes, we are within walking distance of the Home Ranch parking lot and the Deloney Parking lot. The Deloney Parking lot also includes a Start Bus stop.
Have you been involved with community events or public service? Describe. We are a part of the Chamber of Commerce and are interested in hosting events for local businesses. On September 6, 2023 we hosted the launch party for the new Scout Guide.
For new businesses:
What is the projected opening date for your business? We are currently open.

Will you be open year-round? If not, provide when and how long you will be closed (off-season).

We will be open year-round. Our hours are typically from 10am-9pm, with shortened business hours during the off season.

What are your total sales projections for the next 3 years?

1st year of operation =

2nd year of operation =

3rd year of operation =

Will you hire locally (including surrounding communities)?

We have hired 100% local staff between Jackosn, Star Valley, Victor and Driggs.

Provide the number of parking spaces your business will have (excluding street parking).

0

Will you be located near a bus stop or pathway system?

Yes, we are within walking distance of the Home Ranch parking lot and the Deloney Parking lot. The Deloney Parking lot also includes a Start Bus stop.

What are your plans for community involvement or public service?

We are a part of the Chamber of Commerce and are interested in hosting events for local businesses. On September 6, 2023 we hosted the launch party for the new Scout Guide.

All Applicants.

Describe your company structure and leadership team.

We are a family owned and operated business that began in 1990 in Snowmass, CO. The Jackson location is the fourth brick and mortar store in our collection. There are 3 owners, 5 vice presidents, and roughly 150 employees spread across 4 states. Out of those 150 employees, about 10 are located in Jackson. Wendy, our president and owner, started in sales in the year 2005 and recently bought Kemo Sabe in 2019. She leads by example and treats her staff as family, giving back to the company.

Describe the nature of your business and what products or entertainment will be provided including alcohol.

We are a western store specializing in hats, boots, jewelry, belts, and buckles. We offer a unique shopping experience through our VIP bar space. Guests can book out the bar to host events such as corporate parties, holiday gatherings, wedding celebrations, family reunions, and more.

Describe your target market.

We are an experiential based shopping experience. Our target market is anyone who enjoys western wear and would like to celebrate their wedding, corporate event, birthday, or any type of celebration in our bar space. We want to provide the town of Jackson with a unique shopping and bar experience.

What is the official building capacity?

150

Describe frequent events or gatherings that will be held on your property.

We regularly host special and/or private events in our space with live music and/or DJ's. Most of our events are corporate, birthday celebrations, wedding welcoming parties, bachelor or bachelorette parties, launch parties and family gatherings.

You will be selling a high-addiction product; how will you be involved in the community to address that?

We offer health services through our insurance and human resources to help all employees across many levels including mental health and addiction. I have attached the EAP (Employee Assistance Program) here for your review. Our HR team emails this information packet to our staff every year. It is also available electronically on Flex, our benefits system.

When we've had employees openly struggle with addiction and mental health issues, we have set up and paid for therapy sessions for a handful of people (it's not something we advertise, but we have done it when someone is struggling). There's also a Balance Care flyer attached that helps employees understand their benefits and coverage/navigate the insurance and healthcare system, which they can use when they're trying to set up care for mental health or other issues.

Describe the process for customers to order alcohol and how it is delivered.

We are a one-on-one shopping experience! All guests will be offered a beverage by their sales wrangler complimentary while shopping.

Our VIP bar space is a private event space that can be rented out. To rent the space, guests will need to book a date/time with us and pay for the space and alcohol ahead of time. During normal business hours, this space is blocked off by a rope.

In the case that we open the event space to the public, there will be a bartender stationed behind the bar during operating hours and guests will be charged individually for drinks ordered.

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

N/A

What is your plan to keep customers from leaving with open alcohol containers?

We keep a rope at both our retail store entrances and bar entrances to ensure all liquor is collected prior to guest departures. We are a one-on-one shopping-based experience so we can tend to all guests and monitor their consumption.

Prepared by:	Kelcey Proctor
Date:	9/11/2023

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How does BalanceCare work?

When you need help with a healthcare or insurance issue, simply dial **BalanceCare** at 1-877-598-8617 or email **BalanceCare** at balancecare@eniweb.com. You will have immediate access one of our **BalanceCare** Guides. Our experienced professionals are dedicated to providing the best solution for your individual needs.

Who is eligible?

BalanceCare is available to you and your eligible family members including spouses, parents, and dependent children. Call us if you have any questions concerning membership eligibility.

When is BalanceCare available?

You and your eligible family members have immediate access to confidential support, twenty-four hours a day, seven days a week.

Is my privacy protected?

We will handle your case with absolute confidentiality. **BalanceCare** will ensure that your medical and personal information is protected. Your employer does not have access to your confidential information.

Claims Assistance

BalanceCare will explain your benefit plan and assist you with coverage issues and appealing denied claims, and research or resolve medical billing issues.

Benefit Information and Support

BalanceCare can assist with special services such as:

- Claims Assistance
- Benefit Coverage Verification
- ID Cards
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- Appeals
- HSA/FSA Questions
- Health Benefit Education
- Provider Research

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Dynamic work/life solutions

PHB444 5/15

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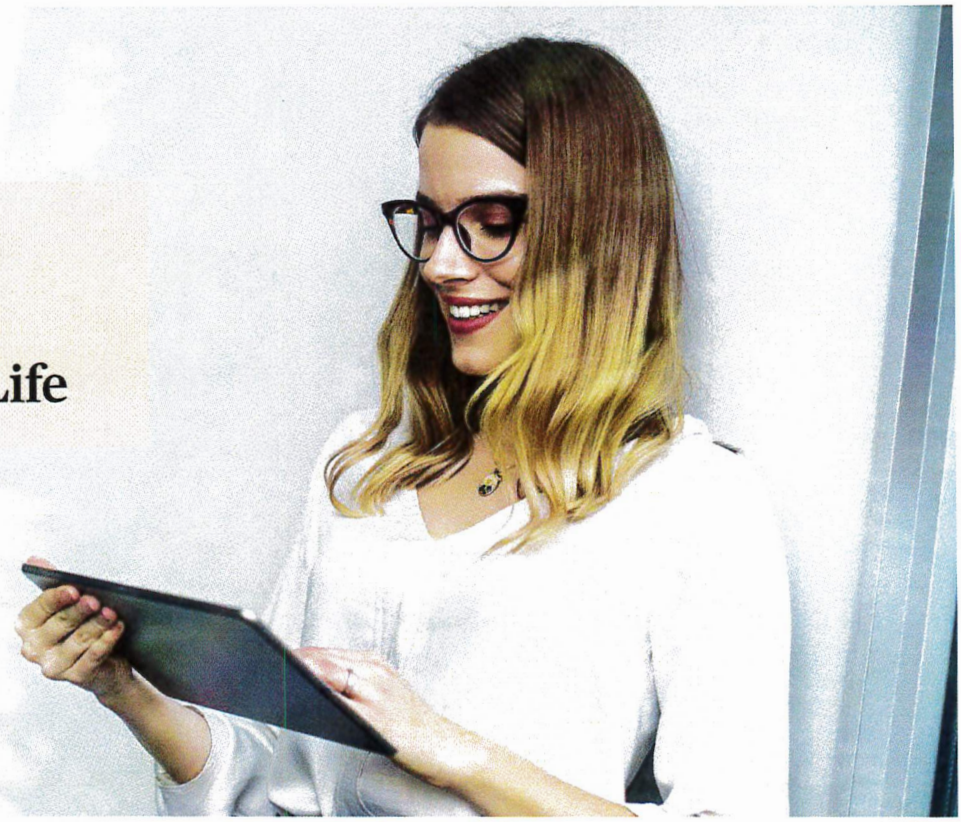

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Your employer offers you and your eligible family members access to NexGen EAP, a prepaid and confidential service that provides quick online or telephonic support to assist you with day-to-day issues, improve your work/life balance and enhance your well being.

Your NexGen EAP® Benefits Include:

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- Dedicated Personal Assistants
- Wellness program
- Personalized web portal
- NexGenEAP mobile app

Access to Quality EAP Counseling

NexGen EAP includes the coordination of confidential counseling referrals with a qualified provider.

Legal Consultations

Free legal consultations on issues such as budgeting, buying a home, bankruptcy, will preparation, immigration issues, ID theft resources, etc.

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Access your Total Well being Program virtually via a personalized web portal where you'll find resources for:

- counseling
- work/life
- health advocacy*
- wellness resources
- access exclusive entertainment discounts
- chat live
- start a legal request

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- Up to three sessions with a Personal Wellness Coordinator to help navigate wellness services
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The NexGenEAP Mobile App gives you the ability to submit requests for counseling, health advocacy*, Virtual Concierge services, and legal benefits.

To access EAP, Personal Assistant, Wellness, or Work/Life Services:

Simply call 1-800-960-5371 or go to www.nexgeneap.com and follow these steps:

1. **Click on Member Log-in**
   Enter user name & password if a returning user, or if a new user, click on Register
2. **Enter Company ID: PBS220**
   Enter 1st Name & Last Name
3. **Click on Next & then continue to follow prompts**

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