

AGENDA

Tuesday, June 17, 2014 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

Meeting Place: City Hall – Council Chambers – 1338 Rumsey Avenue, Cody, WY

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Agenda Review and Approval

Mayor's Recognitions and Announcements

Proclamation – General Aviation Appreciation Month

Introduction – New Employees – Steve Brakke, James Wenzel & John Williams

1. Consent Calendar: All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.
 - a. Approve Minutes of the Regular Meeting Minutes from 6/3/14.
 - b. Consider a request from Gail Nace of the Silver Dollar Bar to allow retail liquor license holders to operate with modified hours on July 3rd, July 4th, and July 5th 2014 allowing retail liquor license holders to stay open until 4 a.m. conditional upon those who intend to operate till 4 a.m. must notify the City of Cody Administrative Services Officer of this intent by June 20, 2014, and designate the Chief of Police or his designee the authority to revoke the extended hours provision during these dates if a situation arises where it is necessary to close the establishments earlier.
 - c. Authorize the Mayor to sign the amendment to the MOU between Cody Stampede and the City of Cody.
 - d. Authorize the Mayor to enter into and sign an Interstate Mutual Aid Agreement between the City of Cody and other agencies as it relates to Temporary Law Enforcement Assistance contingent upon review and approval by the City Attorney.
 - e. Authorize the Mayor to enter into and sign a Memorandum of Understanding for Temporary Use of Facilities between the Yellowstone Regional Airport Joint Power Board and the City of Cody contingent upon review and approval by the City Attorney.
 - f. Consider a request from Faith Model & Donnie Hall to allow a Farmers Market at Bob Moore Parking lot Saturday mornings from June 21 - October 25, 2014, and authorize the Mayor to enter into an agreement with Whole Foods Trading Co. (Faith Model & Donnie Hall) and work with staff to obtain required sign permits.
 - g. Approve a transfer of the 2014 July 4th agreement for the Wild West Extravaganza festival from Jerry Kinkade to the Cody Country Chamber of Commerce. Authorize the Mayor to enter into and sign a one year agreement between the City of Cody and the Cody Country Chamber of Commerce for this event.
 - h. Consider authorizing the Mayor to enter into and sign an agreement for legal services with Copenhaver, Kath, Kitchen and Kolpitcke, LLC through June 30, 2015.
 - i. Consider a request from John Wells, representing Cody Skateboarders for a procession down a portion of Sheridan Avenue on June 21st with route details to

be worked out by staff.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing

- a. A public hearing to determine if it is in the public interest to consider and approve the Fiscal Year 2014-2015 budget for the City of Cody.
- b. A public hearing to determine if it is in the public's interest to transfer a retail liquor license from Wilder Enterprises dba Eastgate Liquor to Wilder Enterprises LLC dba Eastgate Liquor at 1801 17th Street.
- c. A public hearing to determine if it is in the public's interest to renew 21 retail liquor licenses, 11 restaurant liquor licenses, 3 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, and 1 winery permit for the period of August 1, 2014 through July 31, 2015.
- d. A public hearing to determine if it is in the public's interest to adopt a new ordinance establishing regulations for Accessory Dwelling Units.
- e. A public hearing to determine if it is in the public's interest to repeal City of Cody Code Chapter 10-14, Nonconforming Uses and Adopt a new City of Cody Code Chapter 10-13, Nonconforming Lots, Structures, and Uses.
- f. A public hearing to determine if it is in the public's interest to amend the building setback/yard language in the residential zoning districts and adopt accessory building setback requirements for Residential A zone (Section 10-7B-4) consistent with other residential zones.

4. Conduct of Business

- a. Approve Vouchers and Payroll in the amount of \$1,440,712.52.
- b. Approve the transfer a retail liquor license from Wilder Enterprises dba Eastgate Liquor to Wilder Enterprises LLC dba Eastgate Liquor at 1801 17th Street.
Staff Reference: Cindy Baker, Administrative Services Officer
- c. Approve the renewal 20 retail liquor licenses, 11 restaurant liquor licenses, 3 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, and 1 winery permit for the period of August 1, 2014 through July 31, 2015.
Staff Reference: Cindy Baker, Administrative Services Officer
- d. Approve the renewal of the retail liquor license for James L Bassett 2008 Revocable Trust dba 3-H Liquors for the period of August 1, 2014 through July 31, 2015.
Staff Reference: Cindy Baker, Administrative Services Officer

- e. **ORDINANCE 2014-06 – THIRD AND FINAL READING
AN ORDINANCE REPEALING TITLE 10, CHAPTER 13,
NONCONFORMING USES, OF THE CITY OF CODY MUNICIPAL
CODE.**

Staff Reference: Todd Stowell, City Planner

- f. **ORDINANCE 2014-07 – THIRD AND FINAL READING AS AMENDED
AN ORDINANCE ADOPTING TITLE 10, CHAPTER 13, OF THE CITY
OF CODY CODE, “NONCONFORMING LOTS, STRUCTURES, AND
USES”.**

Staff Reference: Todd Stowell, City Planner

- g. **ORDINANCE 2013-09 – THIRD AND FINAL READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE
CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30,
2015.**

Staff Reference: Leslie Brumage, Finance Officer

- h. **ORDINANCE 2014-10 – THIRD AND FINAL READING
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF
MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING
FOR THE FISCAL YEAR ENDING JUNE 30, 2015.**

Staff Reference: Leslie Brumage, Finance Officer

- i. **ORDINANCE 2014-11 – FIRST READING
AN ORDINANCE AMENDING MINIMUM YARD REQUIREMENTS FOR
RESIDENTIAL DISTRICTS, AS SET FORTH IN TITLE 10, CHAPTER 7 OF
THE CITY OF CODY CODE.**

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

- a. **ORDINANCE 2014-08 – FIRST READING
AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING
UNITS.**

6. Matters from Staff Members or Council Members

Proclamation

June 17, 2014

WHEREAS, general aviation and community airports play an important role in the state's response to emergencies and natural disasters as well as Wyoming's businesses – supporting commerce and attracting visitors; and

WHEREAS, general aviation airports contribute more than \$101 million to the state's economy annually, directly and indirectly supporting an estimated 14,460 jobs; and

WHEREAS, more than 115,000 individuals travel to Wyoming by general aviation annually, spending roughly \$31 million per year; and

WHEREAS, Wyoming has 40 public-use airports, 1942 pilots, 836 general aviation aircraft, 15 charter flight companies, 9 repair stations, 2 flight schools and 30 fixed-based operators; and

WHEREAS, the state has significant interest in the continued vitality of general aviation in Wyoming.

NOW THEREFORE, I, Mayor Nancy Tia Brown, along with the City of Cody Council do hereby proclaim June 2014 as General Aviation Appreciation Month.



Nancy Tia Brown
Mayor, City of Cody

Attest:
Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, June 3, 2014

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, June 3, 2014 at 7:00 p.m.

Present: Mayor Brown , Council Members Donny Anderson, Bryan Edwards, Landon Greer, Steve Miller and Stan Wolz, Acting City Administrator Rick Manchester, City Attorney Scott Kolpitzke and Administrative Services Officer, Cindy Baker.

Absent: None.

Council Mayor Brown called the meeting to order at 7:00 p.m.

Council Member Miller made a motion seconded by Council Member Fritz to approve the agenda as amended to include an additional voucher in the amount of \$46,180.00 and correct Ordinance 2013-80 and 2013-09 to 2014-08 and 2014-09; remove letter "i" from content calendar and re-alpha the conduct of business items. Vote was unanimous.

Mayor Brown and Council recognized the High School State Champion Teams - Girls Cross Country Team, Boys Basketball Team, Girls Track Team along with individuals Champions Sydney Gunn-Girls Golf, John Beaudrie – Wrestling, Jackson Bower- 300 Meter Intermediate Hurdles, Bryce Neary – Triple Jump, Noah Rivera - 200 Meter Dash, Emily Reed – 100 Meter Hurdles and 300 Intermediate Hurdles, Kim Holiday, Mishayla Waltari, Taylor Lewis & Maire Hansen- 4x400 Relay and Kim Holiday, Mishayla Waltari, Jessica Holiday and Anne Brinegar-4x800 Relay.

Doyle Stout introduced new and promoted employees Jessica Reesy, Rose Marie Hughes, Ryan Brown, Amy Quick and Greg Warner.

Sergeant Heydenberk recognized Officers Eric Wright and Chris Lovera for exemplary actions and were presented them both with the Cody Police Department Life Saver Award.

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent calendar as amended including approval of Minutes of the Special Meeting from 5/15/14, 5/21/14 and 5/22/14 and Regular Meeting Minutes from 5/20/14; approve Vouchers and Payroll in the amount of \$517,561.56; approve a request from Doug Nordberg and the Downtown Merchants to close the 1100, 1200 and 1300 blocks of Sheridan Avenue on Thursday, September 18, 2014 from 2 p.m. to 9 p.m. for the 6th annual Boot Scoot'n Boogie Main Street Event; approve an Open Container permit for the event; and approve sponsoring cost in the amount of \$1,228.45 from the Lodging Tax Fund for cost associated with staff and equipment to provide traffic control, barricades, closure signage, detour routing and initiate the tow process of vehicles if necessary; approve the Annual Run for Hope sponsored by the Cody Soroptimist Club to be held on Saturday, October 4, 2014 at 10:00 a.m., authorize the Cody Police Department to assist with traffic control during the event, and require proof of insurance; authorize the Mayor to sign an Acknowledgement and Waiver of Conflict of Interest between the City of Cody (City) and the Yellowstone Regional Joint Powers Board (YRA) with regards to both parties being provided legal counsel from same firm and requesting said firm to prepare an Agreement for Temporary Use of Building between City and YRA; award Quote 2014-03 – Snow Removal for fiscal year 2014-2015 to Pavement Maintenance at the rate of \$55.00 per hour; authorize the Mayor to sign the banking agreement between Wells Fargo and the City of Cody; approve the Stampede Parades on the 2nd, 3rd and 4th of July; sponsor the \$100 permit fee per parade; sponsor other associated staffing and equipment cost in the amount of \$24,219.93 to be funded out of the Lodging Tax fund and require the Stampede Parade Committee to provide proof of insurance for all three parades. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to approve Change Order #1 from Harris Trucking for a reduction in the contract of \$442.50, authorize the Mayor to sign Pay Estimate #3 and approve final payment in the amount of \$8,727.10 for Bid No. 2013-17 – West Cooper Lane Sewer Main Extension. Vote was unanimous.

Council Member Anderson made a motion seconded by Member Edwards approve a request to decrease the posted speed limit on Monument Street between the Buffalo Bill Monument and 8th Street from 30 mph to 20 mph and to paint two (2) additional cross-walks. Vote was unanimous.

**ORDINANCE 2014-06 – SECOND READING
AN ORDINANCE REPEALING TITLE 10, CHAPTER 13, NONCONFORMING
USES, OF THE CITY OF CODY MUNICIPAL CODE.**

Council Member Wolz made a motion seconded by Council Member Edwards to approve Ordinance 2014-06 on Second Reading. Vote was unanimous.

**ORDINANCE 2014-07 – SECOND READING
AN ORDINANCE ADOPTING TITLE 10, CHAPTER 13, OF THE CITY OF CODY
CODE, “NONCONFORMING LOTS, STRUCTURES, AND USES”.**

Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2014-07 on Second Reading. Vote was unanimous.

**ORDINANCE 2014-08 – FIRST READING
AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING UNITS.**

Council Member Edwards made a motion seconded by Council Member Miller to Table Ordinance 2014-08. Vote was unanimous.

**ORDINANCE 2014-09 – FIRST READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF
CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2015.**

Council Member Fritz made a motion seconded by Council Member Edwards to approve Ordinance 2014-09 on First Reading. Vote was unanimous.

**ORDINANCE 2014-10 – FIRST READING
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR
THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR
ENDING JUNE 30, 2015.**

Council Member Greer made a motion seconded by Council Member Anderson to approve Ordinance 2014-10 on First Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:25 pm.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

Name of person to appear before the Council Gail Nace

Organization Represented Silver Dollar Bar

Date you wish to appear before the Council asap

Mailing Address 1313 Sheridan Ave Telephone 527-7666

E-Mail Address nacenail@gmail.com

Preferred form of contact: Telephone 899-1379 E-Mail

Names of all individuals who will speak on this topic myself

Event Title (if applicable) Fourth of July

Date(s) of Event (if applicable) July 3-5 2014

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Extended hours of operation July 3, 4, 5 with some restrictions from past years.

Which City employee(s) have you spoken to about this issue? -

Signature  Date 6-4-14

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CODY
AND CODY STAMPEDE**

THIS AMENDMENT is entered into this ____ day of June, 2014, by and between the City of Cody, Wyoming and Cody Stampede, to amend that Memorandum of Understanding entered into by the parties on June 21, 2011.

W I T N E S S E T H:

- A. The City of Cody and Cody Stampede entered into a Memorandum of Understanding on June 21, 2011 which describes the water rates at which the Cody Stampede will pay to the City of Cody.
- B. At the request of the Cody Stampede, the City of Cody recently provided a three inch meter to supply water to the Cody Stampede, and replaced the four inch meter which previously supplied water to the Cody Stampede property. This reduction in the size of the meter results in a reduced charge.
- C. Paragraph 4 of the Memorandum of Understanding refers to a four inch meter and the charges for that meter. Accordingly, an amendment to adjust the agreement is appropriate at this time.

NOW THEREFORE, in consideration of the mutual covenants, representations, and promises described herein, the parties herein agree as follows:

- 1. Paragraph 4 of the Memorandum of Understanding dated June 21, 2011, shall be amended to read as follows:
 - (4) Beginning with the first billing cycle in June through the last billing cycle in October, Cody Stampede shall be billed according to the City of Cody water rates as prescribed by municipal ordinance for the size meter that supplies water to the Cody Stampede property. At the time of this amendment, Cody Stampede receives water from a three

inch meter. Beginning with the first billing cycle in November through the last billing cycle of May, Cody Stampede will be charged based on a three-quarter inch meter. In the event that the City of Cody provides a different size meter, the City of Cody will adjust the charges to be consistent with the rates for that size meter pursuant to City of Cody ordinances.

EXCEPT as modified by this amendment, the Memorandum of Understanding entered into by the parties on June 21, 2011 shall remain in full force and effect.

CITY OF CODY

ATTEST

Mayor

Administrative Services Officer

CODY STAMPEDE

ATTEST

Cody Stampede Board President

Officer Manager

Cody Police Department
Interstate
Mutual Aid Agreement

This Interstate Mutual Aid Agreement (Agreement) is entered into between the City of Cody, Wyoming (CODY) and the _____ (hereinafter "ASSISTING AGENCY").

Pursuant to lawful authority, CODY and the ASSISTING AGENCY, do hereby enter into this Interstate Mutual Aid Agreement pursuant to W. S. § 7-3-901 *et seq.*

1. **Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Attorney General shall approve the Agreement and the agreement is not in effect until signed by the Governor. The Agreement shall be filed with the Secretary of State within 20 days of the Attorney General approval.

2. **Purpose.** The purpose of this Agreement shall be to establish the terms and conditions under which the ASSISTING AGENCY may render law enforcement assistance to CODY. Nothing contained herein is intended to affect any other emergency management agreement or compact existing between the parties.

3. **Duration.** This Agreement shall be effective upon approval from all required parties, and will terminate August 3, 2014. The dates when the ASSISTING AGENCY will provide officers to assist CODY are July 29, 2014 to August 3, 2014.

4. **Termination.** This agreement may be terminated by any party at any time upon thirty days written notice from one party to the other parties. Property shall be returned to the party which provided such property during the special event or emergency, after the mutual aid is completed.

5. Manner of Financing and Budget.

CODY will reimburse the ASSISTING AGENCY for actual expenses for fuel, lodging, and meals incurred by the assigned peace officers from the ASSISTING AGENCY who will assist the CODY pursuant to this MOU. Reimbursement for necessary meals for assigned peace officers shall not

exceed \$47 per day per officer. CODY will be providing meals for assigned peace officers during the dates they are in Cody, and assigned peace officers shall, when practicable, eat meals at times and locations as provided by CODY. In addition, CODY will reimburse the Assisting Agency for all wages, including overtime, paid to assigned peace officers while those officers are providing assistance pursuant to this MOU. CODY's reimbursement obligation as described in this paragraph shall begin when the assigned peace officer arrives in Cody, Wyoming, and shall end when the assigned peace officer leaves Cody, Wyoming.

If equipment belonging to the ASSISTING AGENCY is damaged while in use by one of the assigned peace officers pursuant to this MOU, the ASSISTING AGENCY shall be responsible for paying for the cost of such damaged equipment.

6. **Agreement Not to Relieve Agency of Duties.** Nothing in this agreement shall relieve any law enforcement agency of any duty imposed upon it by law.

7. **Limitation of Powers.** Except for the right granted by this Agreement to jointly exercise powers, the Agreement does not authorize any law enforcement agency responding to a request for assistance to exercise any power within the requesting state's jurisdiction that the requesting state's law enforcement agency is not otherwise authorized to exercise.

8. **Minimum Standards for Peace Officers.** It is agreed that each assigned officer provided by the ASSISTING AGENCY rendering mutual aid pursuant to this Agreement shall have met the minimum standards for certification in his or her home state and such employee shall be deemed to meet the minimum standards to certification in the state receiving mutual aid. However, nothing herein contained shall be construed to entitle such officer to receive any actual license or certification from the state receiving aid.

9. **Conditions Under Which Aid May Be Provided.** Mutual aid under this Agreement shall be limited to providing law enforcement assistance in an emergency or special event as determined by the Governor of Wyoming. Immediate determination of any special event or emergency may include oral authorization by the Governor of Wyoming, subject to the subsequent written approval as provided by Wyo. Stat. § 7-9-903.

10. **Authority Granted.** This Agreement grants a peace officer of the ASSISTING AGENCY acting within the City of Cody, Park County, Wyoming authority to act as if he or she were a duly appointed and qualified law enforcement employee of CODY.

11. **Chain of Command/Delegation of Authority.** Assigned peace officers of the ASSISTING AGENCY shall be subject to the command and control of the Chief of Police, or his designee, of CODY.

12. **Respective Liability.** Each certified peace officer of ASSISTING AGENCY shall be deemed a Wyoming peace officer pursuant to Wyo. Stat. § 6-1-104(a)(vi)(N). Furthermore, pursuant to Wyo. Stat. § 1-41-102(a)(iv), each law enforcement employee of ASSISTING AGENCY, shall be covered under the Wyoming Governmental Claims Act and Wyoming State Self-Insurance Act as if he were a certified Wyoming peace officer. Nothing herein contained shall be construed to waive any defense or immunity of party, state, or its employees which would otherwise apply. Each party shall carry the insurance that it generally carries for its respective liability risks, and neither shall be required to carry additional insurance for this event.

13. **Entirety of Agreement.** This Agreement, consisting of four (4) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

14. **Signatures.** The parties to this agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

THIS PORTION OF THE PAGE

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The effective date of this agreement is the date of the signature last affixed to this page.

FOR CITY OF CODY, WYOMING

PERRY ROCKVAM
CHIEF OF POLICE, CODY WYOMING

DATE: _____

FOR BILLINGS, MONTANA:

By: _____
Printed Name: _____
Title: _____

DATE: _____

By: _____
Printed Name: _____
Title: _____

DATE: _____

FOR THE STATE OF WYOMING

MATTHEW H. MEAD, GOVERNOR

DATE: _____

PETER K. MICHAEL,
ATTORNEY GENERAL

DATE: _____

MEMORANDUM OF UNDERSTANDING
FOR TEMPORARY USE OF FACILITIES

This Memorandum of Understanding (MOU) is entered into by and between the City of Cody, Wyoming, and the Yellowstone Regional Airport Joint Powers Board. This MOU is effective as of the date last executed by the parties below. The parties agree as follows:

- A. The City of Cody (City) is a municipal corporation in Park County, Wyoming.
- B. Yellowstone Regional Airport Joint Powers Board (YRA) is a joint powers board in Wyoming which operates a regional airport in Cody, Wyoming.
- C. City wishes to use a facility operated by YRA for law enforcement purposes from July 28, 2014 through August 4, 2014.
- D. YRA is willing to allow City to use the facility provided that City pays for the costs of using such facility.

NOW, therefore, in consideration of the mutual covenants, representations, promises and conditions described below, the parties agree as follows:

- 1. City shall be allowed to use the following described property from July 28, 2014 through August 4, 2014: See attached Exhibit "A".
The property shall include use of the parking lot and building.

2. City shall pay for all utility expenses incurred by YRA during the time of City's use of the above premises. To determine the amount of those expenses, City will read the meters (including the water meters and electric meters) for the above described property immediately before the City begins using the facilities on July 28, and will again read the same meters immediately after the City's use of the premises ends on August 4. City shall then calculate its utility use, and the cost of that use according to City ordinances, for the applicable period, and shall either credit that amount to YRA on its utility bills the following month, or issue a voucher to YRA for that amount.
3. City shall also provide cleaning services on a daily basis in the building during the period of the City's use of the premises. City shall, on a daily basis, sweep or vacuum the floors, empty garbage cans, and clean other areas within the building as necessary.
4. Neither party shall indemnify the other. Both parties have liability coverage through the Local Government Liability Pool, and each will be responsible for their own actions.
5. By entering into this agreement, neither City nor YRA waives its governmental or sovereign immunity as provided by Wyoming law, and each specifically retains the right to assert immunity as a defense to any action.

6. This agreement contains the entire agreement of the parties, and there are no other promises, representations, covenants or conditions beyond the scope of this written agreement.

CITY OF CODY, WYOMING:

Date: _____

**Nancy Tia Brown, Mayor
City of Cody, Wyoming**

Attest: _____

Cynthia D. Baker
Administrative Services Officer

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD:

Date: _____

**Douglas Johnston, Chairman
Yellowstone Regional Airport Joint Powers Board**

MEETING DATE: JUNE 17, 2014
DEPARTMENT: PARKS, REC, AND PUBLIC
FACILITIES
PREPARED BY: RICK MANCHESTER,
ANDREW JOHNSTON
PRESENTED BY: FAITH MODEL, DONNI HALL

AGENDA ITEM SUMMARY REPORT
Bob Moore Parking Lot
Farmers Market

ACTION TO BE TAKEN:

Request that City Council allows the Mayor to enter into an agreement with Faith Model and Donnie Hall of Whole Foods, 1134 13th St, Cody, WY 82414, that allows a Farmers Market in Bob Moore Parking lot from June 21-October 25, 2014. The agreement will be developed and approved by the City Attorney for the Mayors signature. There will be an annual vendor fee of \$25 per vendor paid to the City. Electricity is not included and if it is made available will cost the vendor an additional \$50/season for electric use paid to the City. The promoter can charge vendors additional fees above \$25 to be part of the market.

SUMMARY OF INFORMATION:

The Farmers Market is scheduled to be held on Saturday mornings from 9am-12pm weekly. Faith Model and Donni Hall would like to organize and coordinate an outdoor farmers market in the Bob Moore Parking lot. See attached drawing for area requested. The City has a couple options for collecting a fee for the use of public property to conduct business. We have either entered into an 80/20 contract or charged an annual vendor fee of \$25 per vendor for the entire season. Samples of the \$25 fee include July 4th Wild West Extravaganza and City summer concerts.

FISCAL IMPACT

The City would receive revenue from the vendor permits estimated at \$250-\$500 per year. If there are additional City costs such or additional requirements such as garbage or outside costs such as a porta-potti, the charges incurred will be billed and paid by the market promoter.

ALTERNATIVES

1. City develops an agreement that will allow the farmers market in Bob Moore Parking lot.
2. City develops a contract that is suitable to the City Attorney that requires each vendor or the promoter to pay the City 20% of gross sales.
3. Do not allow the market to take place at Bob Moore Parking Lot.

STAFF RECOMMENDATION

Alternative #1 (status quo of 2013)

ATTACHMENTS

1. Parking lot sketch
2. Agenda Request

AGENDA ITEM NO. _____

Anything that is supplementary to the information that will be useful to the Council.

AGENDA & SUMMARY REPORT TO:

Faith Model
Whole Foods Trading Co.
938 Rumsey Ave
Cody, WY 82414
(307)527-6338 or (307)587-3213
Donni Hall
(307)899-5349 or (307)587-3684

Entry ←

Exit →

← Entry

Exit →

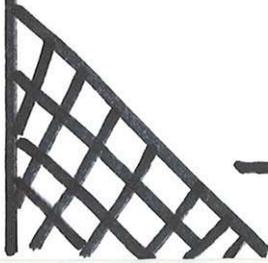
whole foods
Trading
Existing Building

-80'-Barricades

7
parking
spaces

7
parking
spaces

100' x 100' Area
Bob Moore Parking Lot
Proposed Saturday Farmers
market location



6 parking spaces

MEETING DATE: JUNE 17, 2014
DEPARTMENT: PARKS, RECREATION, & PUBLIC
FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER, DIRECTOR

July 4th, 2014 Wild West Extravaganza Agreement Transfer

Action to be taken

Request that City Council approves a transfer of the 2014 July 4, agreement for the Wild West Extravaganza festival from Jerry Kinkade to the Cody Country Chamber of Commerce. Approve the Mayor to sign and enter into a one-year agreement with Cody Country Chamber of Commerce, to conduct the July 4th event at City Park on July 2, 3, and 4 in year 2014.

Summary

The action is requested based on Jerry's concerns to conduct a successful event this July 4th. Jerry has approached the Chamber of Commerce and this organization is willing to honor Becky & Jerry Kinkade's obligations to vendors and coordinate the event this year. If approved this agreement with the Cody Country Chamber of Commerce will nullify the previous agreement made with Jerry Kinkade approved on April 15, 2014.

Conditions of the Agreement

The Promoter will:

1. Pay the City 50% of all dumpster charges in City Park area.
2. Pay for any damage caused by vendors or as a result of the festival.
3. Pay any other unforeseen actual costs borne by the City for the event.
4. Provide and pay for portable restroom facilities for participant use during the event.
5. Set up and removal of barricades for the event. The City will provide barricades to the promoter.
6. Pay \$50 fee (or current rate) per vendor for each electrical user during the event.
7. Provide liability insurance naming the City of Cody as co-insured up to one million dollar coverage.
8. All food vendors must obtain a local food permit from the State of Wyoming. Vendors must also follow guidelines established by the State of Wyoming Department of Revenue.
9. Vendors are not allowed to camp overnight and must leave adequate room for vehicle passage where applicable. This may require parking vendor vehicles at another location as determined by the Police Department.
10. Report back to City Council the status of the festival before October 1st, 2014. Include in the report number of vendors, number of in-town vendors, type of vendors, etc.
11. The promoter is also responsible to pay \$300 (or current rate) for a transient merchant license. The promoter is responsible to pay the City a \$25 permit fee (or current rate) for each vendor excluding not-for-profit organizations that are able to show proof of current 501 c(3) status.

AGENDA ITEM NO. _____

12. The City or the promoter may cancel this agreement if written notification is given by either party prior to January 1, of each contract year.

FISCAL IMPACT

The promoter is responsible to pay, the City a \$25 vendor permit fee for each vendor, excluding not-for-profit organizations. The promoter will pay 50% of the dumpster charges and an additional \$50 (or current rate) for each vendor requiring electrical use. The promoter is responsible to pay damages caused to the park or street as a result of the festival. The promoter is also responsible to pay \$300 for a transient merchant license for the event.

ALTERNATIVES

1. Approve a one-year agreement with the listed terms to Cody Country Chamber of Commerce for July 2nd - 4th, 2014.
2. Deny the request.

RECOMMENDATION

Approve a one-year agreement with the Cody Country Chamber of Commerce for the 2014, event.

AGENDA & SUMMARY REPORT TO:

Scott Balyo – Cody Country Chamber of Commerce

CONTRACT OF CITY ATTORNEY

This agreement is made and entered into by and between the City of Cody, Wyoming (the City), and Copenhaver, Kath, Kitchen & Kolpitcke, LLC (CKKK).

W I T N E S S E T H

Term: The term of this contract shall be from July 1, 2014 through June 30, 2015, unless one of the following occurs:

1. The City Attorney provides sixty (60) days written notice to the Governing Body during the term of this contract of his intent to terminate his employment as City Attorney; or
2. Throughout the term of this contract the City Attorney shall serve at the pleasure of the Governing Body and may be discharged at any time by a vote of the Mayor and a majority of the City Council.

Compensation: The City shall pay to CKKK a monthly fee of \$6,907.92. This fee includes the fees for legal services provided, except as described below for Jury Trials and Additional Work. In addition, the City shall reimburse CKKK for actual costs and expenses for conference call charges, court fees, filing fees, postage, and other out of pocket expenses. A monthly summary of hours worked including a description of projects worked will be submitted to the Governing Body at the beginning of the following month.

General Duties: CKKK shall act as the City Attorney for Cody. Duties of CKKK shall include the following:

- Prosecute misdemeanor ordinance violations in municipal court;
- Prepare and review documents, including ordinances, agreements and resolutions,
- Provide legal advice to the Mayor, Council and City Staff as requested, including during council meetings.
- Perform other legal service as needed by the City.

Jury Trials and Other Additional Work: In addition to the monthly compensation described above, the City shall compensate CKKK for preparation for and

prosecution of jury trials in municipal court at the rate of \$95.00 per hour. CKKK shall bill for jury trials from the time of pretrial conference through the verdict. CKKK may seek authorization from the City to bill for additional work if such work is expected to exceed the reasonable scope of duties normally performed by the City Attorney. Compensation for additional work, except for jury trials, shall be pre-approved by the Mayor or City Council.

City of Cody

Copenhaver, Kath, Kitchen & Kolpitcke,
LLC

By: _____
Mayor Nancy Tia Brown

By: _____
Scott E. Kolpitcke
Member, CKKK, LLC

Attest:

Cynthia Baker,
Administrative Services Director

Dated this _____ day of _____, 2014.

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	05312014	PREMIUM	06/09/2014	416.00	416.00	06/09/2014	
Total 125412:				416.00	416.00		
ACE HARDWARE							
2390							
	280069	MINI GOLF	05/12/2014	99.89	99.89	06/18/2014	
	280241	CREDIT - MINI GOLF	05/13/2014	14.99-	14.99-	06/18/2014	
	280381	RAW WATER REPAIRS	05/15/2014	67.97	67.97	06/18/2014	
	280809	CREDIT FOR RETURN ON INV F	05/20/2014	28.99-	28.99-	06/18/2014	
	281169	SUPPLIES	05/23/2014	1.80	1.80	06/18/2014	
	281487	RAW WATER REPAIRS	05/27/2014	24.41	24.41	06/18/2014	
	281621	BUG SPRAY	05/28/2014	10.99	10.99	06/18/2014	
	281680	IRRIGATION REPAIR SUPPLIE	05/29/2014	13.38	13.38	06/18/2014	
	281682	IRRIGATION REPAIR SUPPLIE	05/29/2014	13.38-	13.38-	06/18/2014	
	281720	DUCT TAPE	05/29/2014	11.99	11.99	06/18/2014	
	281720	WATER LINE REPAIR	05/29/2014	18.48	18.48	06/18/2014	
	281838	NUTS & BOLTS - RECYCLING	05/30/2014	1.32	1.32	06/18/2014	
	281849	INSECT FOGGER	05/30/2014	6.99	6.99	06/18/2014	
	282042	SUPPLIES	06/02/2014	14.48	14.48	06/18/2014	
	282065	SUPPLIES	06/02/2014	20.10	20.10	06/18/2014	
	282066	SUPPLIES	06/02/2014	20.10-	20.10-	06/18/2014	
	282075	TOOLS	06/02/2014	158.98	158.98	06/18/2014	
	282128	WATER CRANE REPAIR	06/03/2014	12.65	12.65	06/18/2014	
	282128	WIRE STRIPPER	06/03/2014	16.99	16.99	06/18/2014	
	282162	SUPPLIES	06/03/2014	8.66	8.66	06/18/2014	
	282162	TOOLS	06/03/2014	18.99	18.99	06/18/2014	
	282218	GALV FITTINGS	06/04/2014	19.96	19.96	06/18/2014	
	282294	SUPPLIES	06/04/2014	12.98	12.98	06/18/2014	
	282374	SAFETY SUPPLIES	06/05/2014	17.99	17.99	06/18/2014	
	282396	OLIVE GLENN PHASE II	06/05/2014	23.12	23.12	06/18/2014	
Total 2390:				504.66	504.66		
ADAMSON POLICE PRODUCTS							
128024							
	INV140612	LESS LETHAL AMMO SUPPLIES	05/27/2014	1,891.95	1,891.95	06/18/2014	
Total 128024:				1,891.95	1,891.95		
ADVANCED INFO SYSTEMS							
129162							
	11476	CYCLE 3 OUTSOURCE BILLS	05/29/2014	400.15	400.15	06/18/2014	
	11497	CYCLE 4 OUTSOURCE BILLS	06/06/2014	233.10	233.10	06/18/2014	
Total 129162:				633.25	633.25		
ALPHA CARD							
128500							
	SI-237738	SOFTWARE UPGRADE	05/30/2014	87.50	87.50	06/18/2014	
Total 128500:				87.50	87.50		
AMERICAN FAMILY LIFE ASSUR							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
550	959708	AFLAC PREMIUM	06/09/2014	2,185.16	2,185.16	06/09/2014	
Total 550:				2,185.16	2,185.16		
AMERICAN PUBLIC POWER ASSOCIATION							
610	252249	EDUCATION AND TRAINING	05/28/2014	99.00	99.00	06/18/2014	
Total 610:				99.00	99.00		
AMERICAN WELDING & GAS, INC.							
128592	02699026	SAFETY GLOVES	04/17/2014	76.75	76.75	06/18/2014	
	02704071	HARD HAT	04/23/2014	50.84	50.84	06/18/2014	
	02715223	CYLINDER RENTAL	04/30/2014	6.45	6.45	06/18/2014	
	02733101	WELDING SUPPLIES	05/07/2014	141.75	141.75	06/18/2014	
	02744077	GLOVES	05/20/2014	13.92	13.92	06/18/2014	
	02747779	CO2	05/23/2014	36.06	36.06	06/18/2014	
	02756531	CYLINDER RENTAL	05/31/2014	39.99	39.99	06/18/2014	
	02756532	SUPPLIES	05/31/2014	66.65	66.65	06/18/2014	
	02756533	CYLINDER RENTAL	05/31/2014	13.33	13.33	06/18/2014	
Total 128592:				445.74	445.74		
APPLEGATE, BERNARD							
130035	060914	RESTITUTION FROM GARRYTT	06/09/2014	631.82	631.82	06/18/2014	
Total 130035:				631.82	631.82		
APPLIED GRAPHICS							
123465	5588	YARD WAST DECALS	05/23/2014	839.32	839.32	06/18/2014	
Total 123465:				839.32	839.32		
BEAR CO, INC							
1010	179478	PARKS MOWER TUBE	04/29/2014	14.50	14.50	06/18/2014	
	179593	TUBE - I05	05/05/2014	18.50	18.50	06/18/2014	
	179622	PARKS SPARE MOWER TIRES	05/06/2014	357.00	357.00	06/18/2014	
	179640	TIRES - C05	05/07/2014	705.72	705.72	06/18/2014	
	179735	STEEL WHEELS FOR SPARES	05/13/2014	440.00	440.00	06/18/2014	
	179830	TIRES C03	05/16/2014	705.72	705.72	06/18/2014	
	179876	PARKS MOWER TIRES	05/19/2014	296.36	296.36	06/18/2014	
Total 1010:				2,537.80	2,537.80		
BENTLEY SYSTEMS INC							
126374	40582048	SOFTWARE LICENSE RENEWA	04/12/2014	2,442.00	2,442.00	06/18/2014	
Total 126374:				2,442.00	2,442.00		
BIANCHI, JEFF							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
130025							
	060414	CONCERTS IN THE PARK 6/26/1	06/04/2014	300.00	300.00	06/18/2014	
Total 130025:				300.00	300.00		
BIG HORN RADIO NETWORK							
127743							
	053114-CH	ADVERTISING	05/31/2014	338.64	338.64	06/18/2014	
Total 127743:				338.64	338.64		
BIG HORN TREE AND SHRUB							
130032							
	128	FERTILIZE TREES AT MENTOC	05/24/2014	100.00	100.00	06/18/2014	
Total 130032:				100.00	100.00		
BIG HORN WHOLESALE							
1210							
	11951	REC PROGRAM	05/06/2014	497.28	497.28	06/18/2014	
	12286	MATERIAL & SUPPLIES	06/02/2014	548.78	548.78	06/18/2014	
Total 1210:				1,046.06	1,046.06		
BLOEDORN LUMBER							
1590							
	1701665	DRIVE WAY - LUMBER MEADO	05/27/2014	94.68	94.68	06/18/2014	
	1706907	SUPPLIES	05/29/2014	19.96	19.96	06/18/2014	
	1721509	SUPPLIES	05/05/2014	19.96	19.96	06/18/2014	
Total 1590:				134.60	134.60		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	8988	BOBCAT BROOM - WIRE HARN	05/28/2014	208.28	208.28	06/18/2014	
Total 128623:				208.28	208.28		
BOOT BARN, INC							
128267							
	SR 170017	UNIFORMS - EL DEPT	05/28/2014	10.50	10.50	06/18/2014	
Total 128267:				10.50	10.50		
BORDER STATES INDUSTRIES, INC							
1420							
	907413801	Elbow, 4/0 strd 200 amp	05/23/2014	462.84	462.84	06/18/2014	ELB4/0200
	907426605	Wire, primary, 500MCM cu, jacket	05/28/2014	36,199.46	36,199.46	06/18/2014	WIRUGP50025
	907426605	Wire, primary, 500MCM cu, jacket	05/28/2014	3,290.86	3,290.86	06/18/2014	WIRUGP50025
Total 1420:				39,953.16	39,953.16		
BRUMAGE, LESLIE							
124227							
	052814	MILEAGE REIMBURSEMENT BH	05/28/2014	119.93	119.93	06/18/2014	
	052814	MILEAGE REIMBURSEMENT PC	05/28/2014	55.03	55.03	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 124227:				174.96	174.96		
BUCCHOLZ. HAROLD							
130023							
	060314	REFUND CASH BOND	06/03/2014	300.00	300.00	06/03/2014	
Total 130023:				300.00	300.00		
C & C WELDING							
1690							
	17568	SANITATION	05/15/2014	1,235.00	1,235.00	06/18/2014	
	17571	F01 SWEEPER REPAIRS	05/16/2014	66.50	66.50	06/18/2014	
	17640	REPAIR BALLFIELD COMPACT	06/05/2014	39.99	39.99	06/18/2014	
Total 1690:				1,341.49	1,341.49		
CARQUEST AUTO PARTS							
10200							
	2874-248264	REPAIR PARTS	05/01/2014	137.99	137.99	06/18/2014	
	2874-248309	REPAIR PARTS	05/01/2014	7.57	7.57	06/18/2014	
	2874-248370	REPAIR PARTS	05/02/2014	7.34	7.34	06/18/2014	
	2874-248409	REPAIR PARTS	05/02/2014	24.32	24.32	06/18/2014	
	2874-248420	REPAIR PARTS	05/02/2014	5.59	5.59	06/18/2014	
	2874-248426	REPAIR PARTS	05/02/2014	5.59	5.59	06/18/2014	
	2874-248541	REPAIR PARTS	05/05/2014	2.95	2.95	06/18/2014	
	2874-248628	REPAIR PARTS	05/06/2014	25.36	25.36	06/18/2014	
	2874-248639	REPAIR PARTS	05/06/2014	20.98	20.98	06/18/2014	
	2874-248672	REPAIR PARTS	05/06/2014	2.58	2.58	06/18/2014	
	2874-248720	REPAIR PARTS	05/07/2014	14.96	14.96	06/18/2014	
	2874-248724	REPAIR PARTS	05/07/2014	8.67	8.67	06/18/2014	
	2874-248741	REPAIR PARTS	05/07/2014	20.00	20.00	06/18/2014	
	2874-248909	REPAIR PARTS	05/09/2014	51.63	51.63	06/18/2014	
	2874-248912	REPAIR PARTS	05/09/2014	9.70	9.70	06/18/2014	
	2874-248931	REPAIR PARTS	05/09/2014	4.55	4.55	06/18/2014	
	2874-248961	REPAIR PARTS	05/09/2014	20.90	20.90	06/18/2014	
	2874-249051	REPAIR PARTS	05/12/2014	20.90	20.90	06/18/2014	
	2874-249053	REPAIR PARTS	05/12/2014	4.83	4.83	06/18/2014	
	2874-249189	REPAIR PARTS	05/13/2014	15.19	15.19	06/18/2014	
	2874-249244	REPAIR PARTS	05/14/2014	21.57	21.57	06/18/2014	
	2874-249297	REPAIR PARTS	05/14/2014	2.58	2.58	06/18/2014	
	2874-249370	REPAIR PARTS	05/15/2014	3.52	3.52	06/18/2014	
	2874-249591	REPAIR PARTS	05/19/2014	33.14	33.14	06/18/2014	
	2874-249633	REPAIR PARTS	05/19/2014	24.37	24.37	06/18/2014	
	2874-249679	REPAIR PARTS	05/20/2014	38.74	38.74	06/18/2014	
	2874-249698	REPAIR PARTS	05/20/2014	84.44	84.44	06/18/2014	
	2874-249711	REPAIR PARTS	05/20/2014	15.80	15.80	06/18/2014	
	2874-249791	REPAIR PARTS	05/21/2014	19.56	19.56	06/18/2014	
	2874-249896	REPAIR PARTS	05/22/2014	25.80	25.80	06/18/2014	
	2874-249961	REPAIR PARTS	05/22/2014	39.76	39.76	06/18/2014	
	2874-250243	REPAIR PARTS	05/28/2014	27.27	27.27	06/18/2014	
	2874-250259	REPAIR PARTS	05/28/2014	88.99	88.99	06/18/2014	
	2874-250385	REPAIR PARTS	05/29/2014	2.95	2.95	06/18/2014	
	2874-250409	REPAIR PARTS	05/29/2014	19.35	19.35	06/18/2014	
	2874-250468	REPAIR PARTS	05/30/2014	23.12	23.12	06/18/2014	
	2874-284383	REPAIR PARTS	05/02/2014	2.95	2.95	06/18/2014	
	2874-IC-24654	CREDIT FOR REPAIR PARTS	05/07/2014	27.93-	27.93-	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10200:				857.58	857.58		
CASELLE, INC							
1930							
	58143	CASELLE SUPPORT FY 14-15	06/03/2014	17,134.20	17,134.20	06/18/2014	
Total 1930:				17,134.20	17,134.20		
CASPER STAR TRIBUNE							
2010							
	156-00004700	ADVERTISING	06/01/2014	849.00	849.00	06/18/2014	
Total 2010:				849.00	849.00		
CHADWICK VETERINARY HOSPITAL							
2130							
	053114	FERAL CAT EUTHANASIA CASE	05/31/2014	55.00	55.00	06/18/2014	
Total 2130:				55.00	55.00		
CHARTER							
129861							
	052614	INTERNET - MINI GOLF	05/26/2014	49.90	49.90	06/18/2014	
	060214	INTERNET - EL SHOP	06/02/2014	54.95	54.95	06/18/2014	
	060414	INTERNET - PD	06/04/2014	54.95	54.95	06/18/2014	
	060414	INTERNET - RECYCLE CENTER	06/04/2014	54.95	54.95	06/18/2014	
Total 129861:				214.75	214.75		
CITY OF CODY							
2260							
	053014	UTILITIES	05/30/2014	114.09	114.09	06/18/2014	
	053014	UTILITIES	05/30/2014	283.09	283.09	06/18/2014	
	053014	UTILITIES	05/30/2014	625.61	625.61	06/18/2014	
	053014	UTILITIES	05/30/2014	512.91	512.91	06/18/2014	
	053014	UTILITIES	05/30/2014	116.30	116.30	06/18/2014	
	060914	UTILITIES	06/09/2014	616.76	616.76	06/18/2014	
	060914	UTILITIES	06/09/2014	149.93	149.93	06/18/2014	
	060914	UTILITIES	06/09/2014	79.09	79.09	06/18/2014	
	060914	UTILITIES	06/09/2014	20.37	20.37	06/18/2014	
	060914	UTILITIES	06/09/2014	11.98	11.98	06/18/2014	
	060914	UTILITIES	06/09/2014	8.37	8.37	06/18/2014	
	060914	UTILITIES	06/09/2014	789.65	789.65	06/18/2014	
	060914	UTILITIES	06/09/2014	11,611.01	11,611.01	06/18/2014	
	060914	UTILITIES	06/09/2014	46.84	46.84	06/18/2014	
Total 2260:				14,986.00	14,986.00		
CLARK WIRELESS							
128561							
	27464	BATTERIES FOR PORTABLE RA	05/28/2014	719.90	719.90	06/18/2014	
Total 128561:				719.90	719.90		
CODY CAB							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129079							
	061714	TIPSY TAXI VOUCHERS	06/17/2014	273.00	273.00	06/18/2014	
Total 129079:				273.00	273.00		
CODY ENTERPRISE							
2590							
	053114	ADVERTISING - CITY ADMIN	05/31/2014	1,560.00	1,560.00	06/18/2014	
	053114	ADVERTISING - REC CENTER	05/31/2014	550.00	550.00	06/18/2014	
	053114	ADVERTISING	05/31/2014	4,696.55	4,696.55	06/18/2014	
Total 2590:				6,806.55	6,806.55		
CODY RECREATION FOUNDATION							
9150							
	1483	REC CENTER REFUND	05/23/2014	185.79	185.79	06/18/2014	
Total 9150:				185.79	185.79		
CODY WINNELSON COMPANY							
2850							
	135657-00	GALVANIZED FITTING	05/20/2014	3.69	3.69	06/18/2014	
	135806-00	TUBING CUTTER	05/27/2014	15.31	15.31	06/18/2014	
Total 2850:				19.00	19.00		
CODY YELLOWSTONE AIR IMPROVE RESOURCES							
125574							
	052714	COMMUNITY FUNDING ALLOCA	05/27/2014	5,689.73	5,689.73	06/18/2014	
Total 125574:				5,689.73	5,689.73		
CODY'S TOWN TAXI							
129972							
	040114	TIPSY TAXI VOUCHERS (12-13)	04/01/2014	7.00	7.00	06/18/2014	
	040114	TIPSY TAXI VOUCHERS (13-14)	04/01/2014	112.00	112.00	06/18/2014	
Total 129972:				119.00	119.00		
COX, BRENDA JO							
130026							
	14282016	REFUND UTILITY DEPOSIT	06/03/2014	65.07	65.07	06/18/2014	
Total 130026:				65.07	65.07		
CRUM ELECTRIC							
3300							
	1551918-00	BULBS	05/09/2014	50.40	50.40	06/18/2014	
	1551996-00	BULBS	05/09/2014	71.88	71.88	06/18/2014	
	1554154-00	BULBS	05/16/2014	58.68	58.68	06/18/2014	
	1554904-01	CABLE	06/02/2014	152.41	152.41	06/18/2014	
	1556841-00	IMPROVEMENTS	05/28/2014	88.65	88.65	06/18/2014	
	1556844-00	IMPROVEMENTS	05/28/2014	961.20	961.20	06/18/2014	
	1557797-00	Conduit, 4" PVC - 3' radius 90	05/30/2014	45.65	45.65	06/18/2014	CONPVC490
	1558329-00	SUPPLIES	06/02/2014	28.56	28.56	06/18/2014	
	1559016-00	Conduit, 3" PVC - 10ft section	06/03/2014	262.83	262.83	06/18/2014	CONPVC310
	1559557-00	OLIVE GLENN PH II	06/04/2014	1.03	1.03	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 3300:				1,721.29	1,721.29		
CUSTOM DELIVERY SERVICE							
3343							
	51453	SHIPPING	05/31/2014	23.82	23.82	06/18/2014	
Total 3343:				23.82	23.82		
DANA KEPNER COMPANY							
3410							
	2219061-00	Check Valve 1" in line	06/03/2014	146.90	146.90	06/18/2014	1187-W
	2219061-00	METER GASKETS - 1"	06/03/2014	27.50	27.50	06/18/2014	
Total 3410:				174.40	174.40		
DIVISION OF VICTIM'S SERVICES							
124470							
	060914	CRIME VICTIM'S COMP - MAY 2	06/09/2014	360.00	360.00	06/18/2014	
Total 124470:				360.00	360.00		
EAGLE OF CODY PRINTING							
123442							
	052014	BOOKMARKS	05/20/2014	92.00	92.00	06/18/2014	
Total 123442:				92.00	92.00		
EASTMAN, RINDA							
129952							
	060414	PERSONAL TRAINING - REC CE	06/04/2014	237.00	237.00	06/18/2014	
Total 129952:				237.00	237.00		
ECOLAB PEST ELIM. DIV.							
128686							
	4111036	PEST CONTROL - REC CENTER	05/12/2014	61.00	61.00	06/18/2014	
	4111036	PEST CONTROL - REC CENTER	05/12/2014	61.00	61.00	06/18/2014	
Total 128686:				122.00	122.00		
ENERGY WEST							
2630							
	060314	UTILITIES	06/03/2014	85.89	85.89	06/18/2014	
	060314	UTILITIES	06/03/2014	267.28	267.28	06/18/2014	
	060314	UTILITIES	06/03/2014	73.64	73.64	06/18/2014	
	060414	UTILITIES	06/04/2014	90.06	90.06	06/18/2014	
Total 2630:				516.87	516.87		
ENGINEERING ASSOCIATES							
4140							
	3405054	W COOPER LN INFLUENT SEW	05/22/2014	2,163.00	2,163.00	06/18/2014	
	3405055	16TH ST AT STAMPEDE TW & S	05/22/2014	630.34	630.34	06/18/2014	
	3405055	16TH ST AT STAMPEDE TW & S	05/22/2014	1,451.36	1,451.36	06/18/2014	
	3405065	ASPHALT TESTING 16TH ST	05/23/2014	206.00	206.00	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4140:				4,450.70	4,450.70		
FARM PLAN CORPORATION							
4210							
	1344311	CREDIT FOR RETURN	12/30/2013	167.99-	.00		
Total 4210:				167.99-	.00		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY53824	NUTS & BOLTS - F01 SWEEPER	05/22/2014	8.57	8.57	06/18/2014	
	WYCDY53827	NUTS & BOLTS - F01 - SWEEPE	05/22/2014	9.07	9.07	06/18/2014	
	WYCDY54082	TOOLS	06/06/2014	1.93	1.93	06/18/2014	
Total 126018:				19.57	19.57		
FERGUSON WATERWORKS							
127653							
	0592121	2" Curb Box Lid	05/28/2014	150.66	150.66	06/18/2014	1151-W
Total 127653:				150.66	150.66		
FINCHER, CATHERINE							
129878							
	060914	RESTITUTION FROM MC-1308-0	06/09/2014	200.00	200.00	06/18/2014	
Total 129878:				200.00	200.00		
FULLMER, ERIN							
130027							
	13073032	REFUND UTILITY DEPOSIT	06/03/2014	156.60	156.60	06/18/2014	
Total 130027:				156.60	156.60		
GALLS, LLC							
123014							
	001960204	UNIFORMS - C07	06/13/2014	53.11	53.11	06/18/2014	
Total 123014:				53.11	53.11		
GAMBLES							
4450							
	410197	SPRINKLER REPAIR	05/19/2014	7.64	7.64	06/18/2014	
	610834	GAS CAN SPOUT	05/07/2014	11.99	11.99	06/18/2014	
Total 4450:				19.63	19.63		
GEORGE T. SANDERS COMPANY							
128246							
	13174989-00	8" RUBBER COUPLING	05/21/2014	17.06	17.06	06/18/2014	
Total 128246:				17.06	17.06		
GOOD 2 GO STORES							
129982							
	NP41396514	FUEL - SR. CENTER	06/01/2014	1,518.33	1,518.33	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	NP41396514	FUEL - ADMIN	06/01/2014	224.32	224.32	06/18/2014	
	NP41396514	FUEL - PD	06/01/2014	3,205.81	3,205.81	06/18/2014	
	NP41396514	FUEL - PARKS	06/01/2014	693.59	693.59	06/18/2014	
	NP41396514	FUEL - PARKS	06/01/2014	1,898.90	1,898.90	06/18/2014	
	NP41396514	FUEL - FAC MAINT	06/01/2014	265.32	265.32	06/18/2014	
	NP41396514	FUEL - REC	06/01/2014	38.40	38.40	06/18/2014	
	NP41396514	FUEL - COMM DEV	06/01/2014	140.89	140.89	06/18/2014	
	NP41396514	FUEL - STREETS	06/01/2014	3,682.13	3,682.13	06/18/2014	
	NP41396514	FUEL - STREETS	06/01/2014	1,118.89	1,118.89	06/18/2014	
	NP41396514	FUEL - VM	06/01/2014	43.03	43.03	06/18/2014	
	NP41396514	FUEL - SANITATION	06/01/2014	7,433.34	7,433.34	06/18/2014	
	NP41396514	FUEL - SANITATION	06/01/2014	337.70	337.70	06/18/2014	
	NP41396514	FUEL - WATER	06/01/2014	416.55	416.55	06/18/2014	
	NP41396514	FUEL - WATER	06/01/2014	809.29	809.29	06/18/2014	
	NP41396514	FUEL - W WATER	06/01/2014	930.50	930.50	06/18/2014	
	NP41396514	FUEL - W WATER	06/01/2014	540.96	540.96	06/18/2014	
	NP41396514	FUEL - EL	06/01/2014	1,215.64	1,215.64	06/18/2014	
	NP41396514	FUEL - EL	06/01/2014	1,206.03	1,206.03	06/18/2014	
Total 129982:				25,719.62	25,719.62		
GRADIANT MOUNTAIN SPORTS LLC							
125249							
	060414	SUP YOGA BOARD RENTAL FE	06/04/2014	50.00	50.00	06/18/2014	
	060414	SUP YOGA BOARD RENTAL FE	06/04/2014	70.00	70.00	06/18/2014	
Total 125249:				120.00	120.00		
GREAT WEST LINEN SUPPLY							
129966							
	2907	TOWELS - MATS	05/07/2014	67.65	67.65	06/18/2014	
	2972	MATS - CITY HALL	05/14/2014	46.40	46.40	06/18/2014	
	2983	TOWELS	05/14/2014	35.00	35.00	06/18/2014	
	3071	TOWELS - MATS	05/21/2014	67.65	67.65	06/18/2014	
	3147	TOWELS	05/28/2014	35.00	35.00	06/18/2014	
Total 129966:				251.70	251.70		
GREEN, RYAN							
130020							
	3228021	REFUND UTILITY DEPOSIT	05/28/2014	58.76	58.76	06/18/2014	
Total 130020:				58.76	58.76		
HALL, JANA							
130034							
	060614	REFUND UTILITY DEPOSIT	06/06/2014	16.57	16.57	06/18/2014	
Total 130034:				16.57	16.57		
HARRIS TRUCKING & CONST. CO							
4780							
	124803	ASPHALT 11TH, 13TH, POTHOL	05/28/2014	3,686.99	3,686.99	06/18/2014	
Total 4780:				3,686.99	3,686.99		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
HARRIS, JOHN							
127964							
	052114	MILEAGE REIMBURSEMENT	05/21/2014	215.60	215.60	06/18/2014	
	052114	PARK PASS REIMBURSEMENT	05/21/2014	25.00	25.00	06/18/2014	
Total 127964:				240.60	240.60		
HEARTLAND PAPER COMPANY							
128769							
	10689-1	MATERIAL & SUPPLIES	05/06/2014	124.12	124.12	06/18/2014	
	18124-2	MATERIAL & SUPPLIES	05/06/2014	124.12	124.12	06/18/2014	
	23031-0	MATERIAL & SUPPLIES	05/06/2014	502.15	502.15	06/18/2014	
	23034-0	MATERIAL & SUPPLIES	05/28/2014	97.54	97.54	06/18/2014	
	27114-0	MATERIAL & SUPPLIES	05/20/2014	86.89	86.89	06/18/2014	
	28488-0	MATERIAL & SUPPLIES	05/28/2014	179.52	179.52	06/18/2014	
	29761-1	MATERIAL & SUPPLIES	05/28/2014	219.60	219.60	06/18/2014	
Total 128769:				1,333.94	1,333.94		
HEYDENBERK, TRAPP							
129033							
	051414	REIMBURSE FOR UNIFORMS	05/14/2014	148.14	148.14	06/18/2014	
Total 129033:				148.14	148.14		
HIGBIE, ED							
125133							
	156.11	REFUND OVERPAYMENT ON P	06/05/2014	1.25	1.25	06/18/2014	
Total 125133:				1.25	1.25		
HOTSY WY-MONT							
5100							
	7215	SUPPLIES FOR SPRAYER	04/16/2014	261.45	261.45	06/18/2014	
Total 5100:				261.45	261.45		
JONES, AMY							
129954							
	060414	PERSONAL TRAINING - REC CE	06/04/2014	119.71	119.71	06/18/2014	
Total 129954:				119.71	119.71		
KAZEM, JOSEPH							
130028							
	15189031	REFUND UTILITY DEPOSIT	05/29/2014	79.41	79.41	06/18/2014	
Total 130028:				79.41	79.41		
KITCHEN, SCOTT							
129803							
	060214	REIMBURSE FOR MILEAGE	06/02/2014	44.86	44.86	06/18/2014	
Total 129803:				44.86	44.86		
KLINGAMAN, NATHAN							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
130029							
	15662430	REFUND UTILITY DEPOSIT	06/02/2014	2.98	2.98	06/18/2014	
Total 130029:				2.98	2.98		
L.N. CURTIS & SONS							
127560							
	3145921-00	CREDIT FOR RETURNS - UNIFO	04/08/2014	130.00-	130.00-	06/18/2014	
	3146936-00	UNIFORM ALLOWANCE C18, C1	05/23/2014	73.89	73.89	06/18/2014	
	3146936-01	UNIFORMS C18, C19, C22	05/15/2014	376.86	376.86	06/18/2014	
Total 127560:				320.75	320.75		
LONG BUILDING TECH INC							
125191							
	SRVCE006597	AHU FRQ DRIVE	05/22/2014	4,902.00	4,902.00	06/18/2014	
Total 125191:				4,902.00	4,902.00		
MARTIN, KELLY							
126237							
	052814	VOLLEYBALL REFEREE	05/28/2014	150.00	150.00	06/18/2014	
Total 126237:				150.00	150.00		
MC CUMBER LOCKSMITH SHOP							
6390							
	4066A	2AB LIFT STATION	04/21/2014	53.75	53.75	06/18/2014	
Total 6390:				53.75	53.75		
MEYER, JEFF							
130033							
	336424	REFUND REC CENTER	06/03/2014	440.00	440.00	06/18/2014	
Total 130033:				440.00	440.00		
MOTOR PARTS INC							
6820							
	592163	CREDIT FOR REPAIR PARTS	05/02/2014	165.00-	165.00-	06/18/2014	
	592223	EQUIPMENT REPAIR - EL	05/02/2014	37.02	37.02	06/18/2014	
	592469	REPAIR PARTS	05/06/2014	38.95	38.95	06/18/2014	
	593159	SHOP SUPPLIES	05/12/2014	51.80	51.80	06/18/2014	
	593257	SHOP SUPPLIES	05/13/2014	17.87	17.87	06/18/2014	
	593452	REPAIR PARTS	05/14/2014	4.74	4.74	06/18/2014	
	593683	REPAIR PARTS	05/16/2014	8.27	8.27	06/18/2014	
	594021	REPAIR PARTS	05/20/2014	30.61	30.61	06/18/2014	
	594054	REPAIR PARTS	05/20/2014	26.52	26.52	06/18/2014	
	594156	CARB CLEANER	05/21/2014	36.24	36.24	06/18/2014	
	594176	REPAIR PARTS	05/21/2014	236.40	236.40	06/18/2014	
	594500	REPAIR PARTS	05/23/2014	200.64	200.64	06/18/2014	
	594503	REPAIR PARTS	05/23/2014	14.44	14.44	06/18/2014	
	594623	REPAIR PARTS	05/27/2014	8.27	8.27	06/18/2014	
	594645	TOOLS	05/27/2014	18.01	18.01	06/18/2014	
	594920	REPAIR PARTS	05/29/2014	2.15	2.15	06/18/2014	
	595023	REPAIR PARTS	05/30/2014	19.50	19.50	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 6820:				586.43	586.43		
MOUNTAIN WEST SCREEN PRINTERS							
6930							
	E 1368	EMBROIDERY	06/04/2014	24.30	24.30	06/18/2014	
	S 1231	TRIP CHALLENGE SHIRTS	05/08/2014	509.43	509.43	06/18/2014	
Total 6930:				533.73	533.73		
NORCO, INC.							
128948							
	13098638	CO2	03/04/2014	162.46	162.46	06/18/2014	
	13177565	CO2	03/18/2014	201.66	201.66	06/18/2014	
	13269498	CO2	03/31/2014	86.80	86.80	06/18/2014	
	13541984	CO2	05/13/2014	157.12	157.12	06/18/2014	
	13633329	CO2	05/29/2014	157.12	157.12	06/18/2014	
Total 128948:				765.16	765.16		
NORTHERN GARDENS							
7340							
	74084	SOD 16TH & 10TH	05/19/2014	147.60	147.60	06/18/2014	
Total 7340:				147.60	147.60		
ONE-CALL OF WYOMING							
127665							
	35300	ONE CALL FEES	06/04/2014	40.75	40.75	06/18/2014	
	35300	ONE CALL FEES	06/04/2014	40.75	40.75	06/18/2014	
	35300	ONE CALL FEES	06/04/2014	40.75	40.75	06/18/2014	
Total 127665:				122.25	122.25		
OWEN, DON							
125181							
	060314	VOLLEYBALL REFEREE	06/03/2014	275.00	275.00	06/18/2014	
Total 125181:				275.00	275.00		
PARK COUNTY							
7670							
	1629	LEC CONTRACT	05/25/2014	31,849.17	31,849.17	06/18/2014	
	1629	LEC UTILITIES	05/25/2014	739.17	739.17	06/18/2014	
	1636	1/2 OF BUILDING MAINT PCLE	05/29/2014	75.00	75.00	06/18/2014	
Total 7670:				32,663.34	32,663.34		
PARK COUNTY ANIMAL SHELTER							
5120							
	060114	ANIMAL SERVICE CONTRACT	06/01/2014	3,750.00	3,750.00	06/18/2014	
Total 5120:				3,750.00	3,750.00		
PARK COUNTY LANDFILL							
129053							
	053114	LANDFILL CHARGES	05/31/2014	77,497.00	77,497.00	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	053114	LANDFILL CHARGES	05/31/2014	52.00	52.00	06/18/2014	
	053114	LANDFILL CHARGES	05/31/2014	40.00	40.00	06/18/2014	
Total 129053:				77,589.00	77,589.00		
PARK COUNTY READY MIX							
7730							
	111516	SAND SLURRY	05/28/2014	425.00	425.00	06/18/2014	
Total 7730:				425.00	425.00		
PARKER, MIKE							
130021							
	052214	SAND BAGS - WEIGHT FOR BA	05/22/2014	28.00	28.00	06/18/2014	
Total 130021:				28.00	28.00		
PIERSON, EMILY							
130030							
	14183039	REFUND UTILITY DEPOSIT	06/02/2014	48.60	48.60	06/18/2014	
Total 130030:				48.60	48.60		
POWELL TRIBUNE							
8090							
	053114	ADVERTISING	05/31/2014	169.73	169.73	06/18/2014	
Total 8090:				169.73	169.73		
PRO-BUILD							
128149							
	982732	BROOMS	03/21/2014	53.98	53.98	06/18/2014	
	989151	CLEAR PLASTIC	05/27/2014	55.86	55.86	06/18/2014	
Total 128149:				109.84	109.84		
PROFFITS LAWN CARE							
128647							
	1169	CONTRACTED MOWING GREY	06/04/2014	980.00	980.00	06/18/2014	
Total 128647:				980.00	980.00		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	05312014	UNUM OPTIONAL POLICIES PR	06/09/2014	199.84	199.84	06/09/2014	
Total 128033:				199.84	199.84		
QUALITY ASPHALT PAVING, INC							
125010							
	1346	ASPHALT - STREETS	04/14/2014	4,956.70	4,956.70	06/18/2014	
	1346	ASPHALT - WATER	04/14/2014	826.00	826.00	06/18/2014	
	1346	ASPHALT - EL	04/14/2014	1,958.55	1,958.55	06/18/2014	
Total 125010:				7,741.25	7,741.25		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
R & A SAFETY							
127690							
	2152	RANDOM TESTING	05/22/2014	30.00	30.00	06/18/2014	
	2152	RANDOM TESTING	05/22/2014	60.00	60.00	06/18/2014	
	2152	RANDOM TESTING	05/22/2014	30.00	30.00	06/18/2014	
	2168	RANDOM & PRE-EMPLOYMENT	06/02/2014	30.00	30.00	06/18/2014	
	2168	RANDOM & PRE-EMPLOYMENT	06/02/2014	240.00	240.00	06/18/2014	
	2168	RANDOM & PRE-EMPLOYMENT	06/02/2014	170.00	170.00	06/18/2014	
	2168	RANDOM & PRE-EMPLOYMENT	06/02/2014	70.00	70.00	06/18/2014	
Total 127690:				630.00	630.00		
RASMUSSEN, CARI							
130022							
	6018036	REFUND UTILITY DEPOSIT	05/30/2014	46.65	46.65	06/18/2014	
Total 130022:				46.65	46.65		
RIMROCK TIRE INC							
8530							
	2-141216	POLICE TIRES - A10	05/21/2014	474.24	474.24	06/18/2014	
Total 8530:				474.24	474.24		
ROCKY MOUNTAIN POWER							
7570							
	052314	UTILITIES	05/23/2014	200.04	200.04	06/18/2014	
	052314	UTILITIES	05/23/2014	257.68	257.68	06/18/2014	
Total 7570:				457.72	457.72		
RON'S EXXON							
8760							
	0175085	PROPANE	05/19/2014	24.80	24.80	06/18/2014	
	0175190	PROPANE	05/23/2014	18.60	18.60	06/18/2014	
Total 8760:				43.40	43.40		
S & S AUDIO - VIDEO INC							
8840							
	10076594	METER READING EQUIP	06/05/2014	39.97	39.97	06/18/2014	
Total 8840:				39.97	39.97		
SCHOENING, WILLIAM D							
123147							
	052814	VOLLEYBALL REFEREE	05/28/2014	125.00	125.00	06/18/2014	
Total 123147:				125.00	125.00		
SECHRIST, DAVID J							
129937							
	060414	PERSONAL TRAINING REC CE	06/04/2014	202.35	202.35	06/18/2014	
Total 129937:				202.35	202.35		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
SHOSHONE MUNICIPAL PIPELINE							
9130							
	060114	SMP WATER PURCHASES - MA	06/01/2014	115,053.16	115,053.16	06/18/2014	
Total 9130:				115,053.16	115,053.16		
SHOSHONE OFFICE SUPPLY							
9140							
	00050	MINI GOLF	05/15/2014	141.38	141.38	06/18/2014	
	00056	MINI GOLF	05/16/2014	158.42	158.42	06/18/2014	
	00109	MATERIAL & SUPPLIES	05/22/2014	14.97	14.97	06/18/2014	
	00124	CAMP	05/28/2014	97.98	97.98	06/18/2014	
	00131	SUPPLIES	05/28/2014	48.99	48.99	06/18/2014	
	00148	SUPPLIES - COPY PAPER	05/29/2014	1,614.80	1,614.80	06/18/2014	
	0103134	SUPPLIES	06/09/2011	6.58	6.58	06/18/2014	
	102787	SUPPLIES	05/23/2014	40.98	40.98	06/18/2014	
	102888	KEYS FOR FILING CABINET	05/22/2014	22.50	22.50	06/18/2014	
Total 9140:				2,146.60	2,146.60		
SIGN PRODUCTS CO							
9235							
	184-21	REFUND PAYMENT ON PERMIT	05/28/2014	50.00	50.00	06/18/2014	
Total 9235:				50.00	50.00		
SITZ III, ALEX H.							
129379							
	052214	PROFESSIONAL FEES	05/22/2014	417.71	417.71	06/18/2014	
Total 129379:				417.71	417.71		
SOUTHWESTERN EQUIPMENT							
9422							
	029271	AIR CONTROL - SANITATION	03/13/2014	527.09	527.09	06/18/2014	
Total 9422:				527.09	527.09		
STEEL IN THE AIR INC							
129800							
	2842	ASSESS CELL TOWER MODIFI	05/29/2014	400.00	400.00	06/18/2014	
Total 129800:				400.00	400.00		
STOR-N-LOCK, LLC							
130031							
	14305411	REFUND TEMP EL METER FEE	06/03/2014	105.00	105.00	06/18/2014	
Total 130031:				105.00	105.00		
STROH'S INDUSTRIAL LUBRICATION							
9630							
	1932	GREASE	05/19/2014	85.00	85.00	06/18/2014	
Total 9630:				85.00	85.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
TCT WEST							
129905							
	100455167	INTERNET - PARKS SHOP	06/01/2014	89.33	89.33	06/18/2014	
	100455167	INTERNET - AUDITORIUM	06/01/2014	120.20	120.20	06/18/2014	
	100455167	INTERNET - EL	06/01/2014	119.55	119.55	06/18/2014	
	100455167	INTERNET - FAC MAINT	06/01/2014	49.06	49.06	06/18/2014	
	100455167	INTERNET - PD	06/01/2014	80.13	80.13	06/18/2014	
Total 129905:				458.27	458.27		
THE UPS STORE							
6240							
	1987	WATER SAMPLE SHIPPING	05/20/2014	47.55	47.55	06/18/2014	
	2257	EVIDENCE SHIPING	05/27/2014	9.95	9.95	06/18/2014	
	2414	EVIDENCE SHIPING	05/29/2014	9.34	9.34	06/18/2014	
	2705	WATER SAMPLE SHIPPING	06/03/2014	47.55	47.55	06/18/2014	
	2778	SHIPPING	06/04/2014	18.25	18.25	06/18/2014	
	5943	SHIPPING - RETURN GLOVES C	05/29/2014	10.38	10.38	06/18/2014	
Total 6240:				143.02	143.02		
TRIPLE L SALES							
9980							
	I-30886	PVC PIPE	05/21/2014	23.12	23.12	06/18/2014	
	I-31131	PVC CUTTER / PVC FITTINGS	05/28/2014	13.25	13.25	06/18/2014	
	I-31131	PVC CUTTER / PVC FITTINGS	05/28/2014	10.72	10.72	06/18/2014	
	I-31182	WATER LINE REPAIR	05/29/2014	18.55	18.55	06/18/2014	
	I-31217	PRESSURE GAUGES	05/30/2014	20.66	20.66	06/18/2014	
	I-31495	MARKING PAINT	06/09/2014	334.23	334.23	06/18/2014	
	I-31495	MARKING PAINT	06/09/2014	167.11	167.11	06/18/2014	
Total 9980:				587.64	587.64		
U S BANK PURCHASE CARD							
129981							
	060614	Supplies	06/06/2014	32.92	32.92	06/18/2014	
	060614	Posters	06/06/2014	90.00	90.00	06/18/2014	
	060614	Supplies	06/06/2014	93.08	93.08	06/18/2014	
	060614	Supplies	06/06/2014	16.94	16.94	06/18/2014	
	060614	Kids Camp Shirts	06/06/2014	671.46	671.46	06/18/2014	
	060614	Staff Shirts	06/06/2014	498.36	498.36	06/18/2014	
	060614	Supplies	06/06/2014	100.00	100.00	06/18/2014	
	060614	Supplies	06/06/2014	17.16	17.16	06/18/2014	
	060614	Supplies	06/06/2014	1.00	1.00	06/18/2014	
	060614	Supplies	06/06/2014	32.00	32.00	06/18/2014	
	060614	Supplies	06/06/2014	72.29	72.29	06/18/2014	
	060614	Supplies	06/06/2014	12.40	12.40	06/18/2014	
	060614	Supplies	06/06/2014	29.96	29.96	06/18/2014	
	060614	Supplies	06/06/2014	21.48	21.48	06/18/2014	
	060614	Phone	06/06/2014	24.88	24.88	06/18/2014	
	060614	Keys & Supplies	06/06/2014	24.46	24.46	06/18/2014	
	060614	Score Cards & Supplies	06/06/2014	245.00	245.00	06/18/2014	
	060614	Supplies	06/06/2014	31.82	31.82	06/18/2014	
	060614	Supplies	06/06/2014	17.98	17.98	06/18/2014	
	060614	Supplies	06/06/2014	20.10	20.10	06/18/2014	
	060614	Supplies	06/06/2014	30.96	30.96	06/18/2014	
	060614	Supplies	06/06/2014	73.58	73.58	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	060614	Supplies	06/06/2014	11.99	11.99	06/18/2014	
	060614	Supplies	06/06/2014	95.29	95.29	06/18/2014	
	060614	Monthly Zumba Fee	06/06/2014	30.00	30.00	06/18/2014	
	060614	Supplies	06/06/2014	47.20	47.20	06/18/2014	
	060614	Supplies	06/06/2014	71.16	71.16	06/18/2014	
	060614	New Clock for City Hall.	06/06/2014	22.99	22.99	06/18/2014	
	060614	restroom door stops/hammer	06/06/2014	14.99	14.99	06/18/2014	
	060614	safety equip gloves/tools pick	06/06/2014	21.99	21.99	06/18/2014	
	060614	Tools-irrigation repairs	06/06/2014	41.76	41.76	06/18/2014	
	060614	shop tools-shears	06/06/2014	19.99	19.99	06/18/2014	
	060614	Restroom repairs	06/06/2014	43.96	43.96	06/18/2014	
	060614	restroom door stops/hammer	06/06/2014	9.96	9.96	06/18/2014	
	060614	Replacement chain saw chain	06/06/2014	24.22	24.22	06/18/2014	
	060614	Restroom cleaning gloves-Bill	06/06/2014	11.99	11.99	06/18/2014	
	060614	Irrigation supplies and shop suppli	06/06/2014	7.42	7.42	06/18/2014	
	060614	Replacement lawn mower blades	06/06/2014	148.91	148.91	06/18/2014	
	060614	shop supplies	06/06/2014	29.77	29.77	06/18/2014	
	060614	Shop supplies	06/06/2014	60.93	60.93	06/18/2014	
	060614	Park restroom maint. supplies	06/06/2014	30.98	30.98	06/18/2014	
	060614	shop/woodworking supplies	06/06/2014	10.99	10.99	06/18/2014	
	060614	office supplies-copy paper/phone	06/06/2014	39.93	39.93	06/18/2014	
	060614	shop supplies-trailer adapter	06/06/2014	19.99	19.99	06/18/2014	
	060614	Restroom supplies	06/06/2014	163.42	163.42	06/18/2014	
	060614	Shop supplies-fuel can pour spout	06/06/2014	11.99	11.99	06/18/2014	
	060614	shop supplies	06/06/2014	12.78	12.78	06/18/2014	
	060614	Office supplies coffee and batterie	06/06/2014	43.34	43.34	06/18/2014	
	060614	Repair supplies	06/06/2014	9.49	9.49	06/18/2014	
	060614	Irrigation box replacement at babe	06/06/2014	6.40	6.40	06/18/2014	
	060614	wood working supplies	06/06/2014	5.79	5.79	06/18/2014	
	060614	Jr/Peewee field fence/gate repairs	06/06/2014	81.20	81.20	06/18/2014	
	060614	Highland shelter repairs/shop sup	06/06/2014	11.98	11.98	06/18/2014	
	060614	memorial park bench repairs	06/06/2014	5.76	5.76	06/18/2014	
	060614	safety equip gloves/tools pick	06/06/2014	21.99	21.99	06/18/2014	
	060614	safety equip-Ear plugs	06/06/2014	35.08	35.08	06/18/2014	
	060614	Highland shelter roof repairs	06/06/2014	240.15	240.15	06/18/2014	
	060614	Highland shelter repairs/shop sup	06/06/2014	13.98	13.98	06/18/2014	
	060614	Highland shelter repairs	06/06/2014	209.57	209.57	06/18/2014	
	060614	mowing trailer tail light bulbs	06/06/2014	2.37	2.37	06/18/2014	
	060614	Bench and BBQ repairs	06/06/2014	29.45	29.45	06/18/2014	
	060614	soccer net stakes	06/06/2014	9.98	9.98	06/18/2014	
	060614	Glendale sign bed replacement	06/06/2014	21.57	21.57	06/18/2014	
	060614	Glendale sign bed replacement	06/06/2014	912.68	912.68	06/18/2014	
	060614	Glendale sign bed replacement	06/06/2014	9.99	9.99	06/18/2014	
	060614	Glendale sign bed replacement	06/06/2014	2.49	2.49	06/18/2014	
	060614	Glendale sign bed replacement	06/06/2014	9.99	9.99	06/18/2014	
	060614	Glendale sign bed replacement	06/06/2014	7.19	7.19	06/18/2014	
	060614	Annuals for flower pots on Sherid	06/06/2014	144.55	144.55	06/18/2014	
	060614	Flower watering nozzle	06/06/2014	16.99	16.99	06/18/2014	
	060614	return landscape supplies	06/06/2014	57.14-	57.14-	06/18/2014	
	060614	Replacement garden hose seals	06/06/2014	2.99	2.99	06/18/2014	
	060614	Sod for Legion field	06/06/2014	28.80	28.80	06/18/2014	
	060614	softball fields repairs	06/06/2014	3.94	3.94	06/18/2014	
	060614	ball field tarp supplies	06/06/2014	33.40	33.40	06/18/2014	
	060614	Repair horseshoe pits at Mentock	06/06/2014	46.00	46.00	06/18/2014	
	060614	sand bag carts for Babe ruth and l	06/06/2014	254.98	254.98	06/18/2014	
	060614	babe Ruth field- tarp supplies	06/06/2014	7.84	7.84	06/18/2014	
	060614	jr/peewee tarp pipe	06/06/2014	33.40	33.40	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	060614	ballfield tarp supplies	06/06/2014	8.61	8.61	06/18/2014	
	060614	ballfield tarp hooks	06/06/2014	10.56	10.56	06/18/2014	
	060614	ballfield tarp hooks	06/06/2014	13.16	13.16	06/18/2014	
	060614	Ballfield tamp	06/06/2014	44.99	44.99	06/18/2014	
	060614	Irrigation repairs	06/06/2014	13.93	13.93	06/18/2014	
	060614	Irrigation repairs	06/06/2014	6.84	6.84	06/18/2014	
	060614	Irrigation repairs-LEC	06/06/2014	6.33	6.33	06/18/2014	
	060614	Irrigation repairs-LEC	06/06/2014	17.65	17.65	06/18/2014	
	060614	Irrigation repairs-Memorial	06/06/2014	4.79	4.79	06/18/2014	
	060614	Irrigation repairs-Memorial	06/06/2014	17.86	17.86	06/18/2014	
	060614	Irrigation repairs-Memorial	06/06/2014	12.72	12.72	06/18/2014	
	060614	Irrigation valve replacement @ Le	06/06/2014	8.98	8.98	06/18/2014	
	060614	Irrigation supplies/Irrigation repair	06/06/2014	9.32	9.32	06/18/2014	
	060614	Irrigation supplies	06/06/2014	6.48	6.48	06/18/2014	
	060614	Legion field irrigation valve replac	06/06/2014	219.37	219.37	06/18/2014	
	060614	Irrigation supplies and shop suppli	06/06/2014	4.94	4.94	06/18/2014	
	060614	Irrigation repairs-Greybull Hill	06/06/2014	13.92	13.92	06/18/2014	
	060614	Irrigation repairs-LEC	06/06/2014	7.98	7.98	06/18/2014	
	060614	Replace broken lid on toilet tank	06/06/2014	10.00	10.00	06/18/2014	
	060614	Irrigation supplies/repairs	06/06/2014	94.29	94.29	06/18/2014	
	060614	Memorial flag pole repairs-rented	06/06/2014	67.84	67.84	06/18/2014	
	060614	Irrigation filter box for Legion field	06/06/2014	8.98	8.98	06/18/2014	
	060614	Irrigation box replacement at babe	06/06/2014	4.49	4.49	06/18/2014	
	060614	flag pole repairs-memorial Korean	06/06/2014	20.52	20.52	06/18/2014	
	060614	softball batting cage outlet replace	06/06/2014	17.99	17.99	06/18/2014	
	060614	softball pitching machine outlet re	06/06/2014	8.76	8.76	06/18/2014	
	060614	Backpack strap for stihl multitool e	06/06/2014	70.13	70.13	06/18/2014	
	060614	Aditorium Oven.	06/06/2014	97.91	97.91	06/18/2014	
	060614	Travel- Food	06/06/2014	11.42	11.42	06/18/2014	
	060614	Travel- Food	06/06/2014	12.95	12.95	06/18/2014	
	060614	Travel-Food	06/06/2014	10.40	10.40	06/18/2014	
	060614	Travel-Food	06/06/2014	17.89	17.89	06/18/2014	
	060614	Travel-Food	06/06/2014	9.65	9.65	06/18/2014	
	060614	Travel- Food	06/06/2014	19.51	19.51	06/18/2014	
	060614	Travel-Food	06/06/2014	10.78	10.78	06/18/2014	
	060614	Travel-Food	06/06/2014	15.00	15.00	06/18/2014	
	060614	Travel-Food	06/06/2014	10.28	10.28	06/18/2014	
	060614	Travel- Fuel	06/06/2014	29.27	29.27	06/18/2014	
	060614	Travel- Food	06/06/2014	14.55	14.55	06/18/2014	
	060614	Travel- Food	06/06/2014	7.66	7.66	06/18/2014	
	060614	Travel- Food	06/06/2014	5.35	5.35	06/18/2014	
	060614	Travel- Hotel	06/06/2014	510.60	510.60	06/18/2014	
	060614	Travel- Rental Car Tolls	06/06/2014	30.75	30.75	06/18/2014	
	060614	Materials and supplies.	06/06/2014	12.99	12.99	06/18/2014	
	060614	Keys	06/06/2014	5.97	5.97	06/18/2014	
	060614	Drain material for Rec Shower stal	06/06/2014	14.99	14.99	06/18/2014	
	060614	Dispenser for Auditorium	06/06/2014	27.32	27.32	06/18/2014	
	060614	Material& Supplies	06/06/2014	17.77	17.77	06/18/2014	
	060614	Clock for Rec Center	06/06/2014	8.99	8.99	06/18/2014	
	060614	Material & Supplies	06/06/2014	28.49	28.49	06/18/2014	
	060614	Material and suplies	06/06/2014	4.99	4.99	06/18/2014	
	060614	Batteries for emergency lights	06/06/2014	27.98	27.98	06/18/2014	
	060614	Cleaner for ovens, Auditorium.	06/06/2014	27.96	27.96	06/18/2014	
	060614	Sandwich board for pool program	06/06/2014	129.92	129.92	06/18/2014	
	060614	Send equipment back to company	06/06/2014	11.50	11.50	06/18/2014	
	060614	program supplies	06/06/2014	58.00	58.00	06/18/2014	
	060614	Birthday party	06/06/2014	21.99	21.99	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	060614	Birthday party supplies	06/06/2014	569.34	569.34	06/18/2014	
	060614	Birthday party	06/06/2014	36.29	36.29	06/18/2014	
	060614	Program supplies	06/06/2014	82.50	82.50	06/18/2014	
	060614	Pizza for birthday party	06/06/2014	39.41	39.41	06/18/2014	
	060614	Birthday party	06/06/2014	27.99	27.99	06/18/2014	
	060614	Order equipment	06/06/2014	305.00	305.00	06/18/2014	
	060614	Refund equipment costs	06/06/2014	305.00-	305.00-	06/18/2014	
	060614	Swimming pool noodles	06/06/2014	480.99	480.99	06/18/2014	
	060614	Program supplies-Squirt gun Thur	06/06/2014	199.96	199.96	06/18/2014	
	060614	American Red Cross supplies for	06/06/2014	129.00	129.00	06/18/2014	
	060614	Program and class supplies	06/06/2014	394.55	394.55	06/18/2014	
	060614	American Red Cross fees	06/06/2014	54.00	54.00	06/18/2014	
Total 129981:				9,326.91	9,326.91		
ULINE							
128826							
	58923893	OFFICE / EVIDENCE SUPPLIOE	05/20/2014	206.88	206.88	06/18/2014	
Total 128826:				206.88	206.88		
UNUM LIFE INS - LTD							
127843							
	05312014	LONG TERM DISABILITY - PRE	06/09/2014	2,848.52	2,848.52	06/09/2014	
Total 127843:				2,848.52	2,848.52		
UNUM LIFE INSURANCE - LIFE							
127935							
	05312014	PREMIUM	06/09/2014	1,666.30	1,666.30	06/09/2014	
Total 127935:				1,666.30	1,666.30		
US POSTMASTER							
129112							
	060914	2 MONTHS POSTAGE FOR UTIL	06/09/2014	3,700.00	3,700.00	06/18/2014	
Total 129112:				3,700.00	3,700.00		
V-1 PROPANE							
10180							
	858626	PROPANE	05/09/2014	28.87	28.87	06/18/2014	
	858659	PROPANE	05/13/2014	25.83	25.83	06/18/2014	
	858726	PROPANE	05/29/2014	30.77	30.77	06/18/2014	
	858744	PROPANE	05/30/2014	31.53	31.53	06/18/2014	
	858758	PROPANE	06/03/2014	24.69	24.69	06/18/2014	
Total 10180:				141.69	141.69		
VERIZON							
124442							
	9725569262	PD IPADS	05/20/2014	902.29	902.29	06/10/2014	
	9725569262	PD IPADS - 1 NEW IPADS	05/20/2014	530.10	530.10	06/10/2014	
	9725569262	CELL PHONE SERVICE - WATE	05/20/2014	101.05	101.05	06/10/2014	
	9725569262	CELL PHONE SERVICE - EL	05/20/2014	156.64	156.64	06/10/2014	
	9725569262	CELL PHONE SERVICE - REC	05/20/2014	111.10	111.10	06/10/2014	
	9725569262	CELL PHONE SERVICE - FACILI	05/20/2014	75.98	75.98	06/10/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	9725569262	CELL PHONE SERVICE - ADMIN	05/20/2014	65.08	65.08	06/10/2014	
	9725569262	CELL PHONE SERVICE -W WA	05/20/2014	75.21	75.21	06/10/2014	
	9725569262	CELL PHONE SERVICE - PD	05/20/2014	557.76	557.76	06/10/2014	
	9725569262	CELL PHONE SERVICE - COMM	05/20/2014	101.05	101.05	06/10/2014	
	9725569262	CELL PHONE SERVICE - SANIT	05/20/2014	25.07	25.07	06/10/2014	
	9725569262	CELL PHONE SERVICE - STREE	05/20/2014	75.21	75.21	06/10/2014	
	9725569262	CELL PHONE SERVICE - PARK	05/20/2014	25.07	25.07	06/10/2014	
	9725569262	NEW IPAD - PD	05/20/2014	530.10	530.10	06/10/2014	
	9725569262	CORRECT INPUT ERROR	05/20/2014	.01	.01	06/18/2014	
	9725569262	CORRECT INPUT ERROR	05/20/2014	1.99	1.99	06/18/2014	
Total 124442:				3,333.71	3,333.71		
VERNON MANUFACTURING CO							
10250							
	16679	WATER CRANE CARDS	06/02/2014	397.50	397.50	06/18/2014	
Total 10250:				397.50	397.50		
VISA							
10280							
	MAY14-2700	UNIFORMS - PD	06/02/2014	72.34	72.34	06/18/2014	
	MAY14-2700	MISC CHARGE - CREDIT	06/02/2014	50.00-	50.00-	06/18/2014	
	MAY14-2700	UNIFORMS - PD	06/02/2014	76.61	76.61	06/18/2014	
	MAY14-2700	UNIFORMS - PD	06/02/2014	109.60	109.60	06/18/2014	
	MAY14-2700	HA USA RUN PORTFOLIOS & T	06/02/2014	109.47	109.47	06/18/2014	
	MAY14-5349	BATTERY PROTECTORS - VM	06/02/2014	159.90	159.90	06/18/2014	
	MAY14-5976	MEETING EXPENSE - MAYOR	06/02/2014	48.40	48.40	06/18/2014	
	MAY14-5976	MEETING EXPENSE - MAYOR	06/02/2014	9.57	9.57	06/18/2014	
	MAY14-5976	MEETING EXPENSE - MAYOR	06/02/2014	42.40	42.40	06/18/2014	
	MAY14-7438	CREDIT - TRAVEL EXPENSE	06/02/2014	8.30-	8.30-	06/18/2014	
	MAY14-7438	TRAVEL EXPENSE - PD	06/02/2014	213.30	213.30	06/18/2014	
	MAY14-7438	TRAVEL EXPENSE - ADMIN	06/02/2014	213.30	213.30	06/18/2014	
	MAY14-7933	WMPA BOARD MEETING	06/02/2014	5.35	5.35	06/18/2014	
	MAY14-7933	WMPA BOARD MEETING	06/02/2014	54.96	54.96	06/18/2014	
	MAY14-8401	LAP TOP DOC - J BRAKKE	06/02/2014	139.94	139.94	06/18/2014	
	MAY14-8427	TACTICAL UNIT TOOL	06/02/2014	1,899.99	1,899.99	06/18/2014	
	MAY14-8427	BAGGAGE FEE - PD	06/02/2014	25.00	25.00	06/18/2014	
	MAY14-8427	BAGGAGE FEE - PD	06/02/2014	25.00	25.00	06/18/2014	
	MAY14-8435	KEYBOARD / MOUSE	06/02/2014	47.48	47.48	06/18/2014	
	MAY14-8435	KEYBOARD / MOUSE	06/02/2014	46.53	46.53	06/18/2014	
	MAY14-8435	KEYBOARD / MISC	06/02/2014	245.52	245.52	06/18/2014	
	MAY14-8435	USB DVD WRITER	06/02/2014	41.98	41.98	06/18/2014	
	MAY14-8450	TRAVEL EXPENSE - PD	06/02/2014	358.56	358.56	06/18/2014	
	MAY14-8450	TRAVEL EXPENSE - PD	06/02/2014	358.56	358.56	06/18/2014	
	MAY14-8450	CREDIT TRAVEL EXPENSE - PD	06/02/2014	26.56-	26.56-	06/18/2014	
	MAY14-8450	CREDIT TRAVEL EXPENSE - PD	06/02/2014	26.56-	26.56-	06/18/2014	
	MAY14-8450	TRAVEL EXPENSE - PD	06/02/2014	27.25	27.25	06/18/2014	
	MAY14-8450	TRAVEL EXPENSE - PD	06/02/2014	5.61	5.61	06/18/2014	
	MAY14-8450	TRAVEL EXPENSE - PD	06/02/2014	62.10	62.10	06/18/2014	
	MAY14-8450	TRAVEL EXPENSE - PD	06/02/2014	62.10	62.10	06/18/2014	
	MAY14-8468	SWEEPER SWITCH - VM	06/02/2014	118.00	118.00	06/18/2014	
	MAY14-8468	MANHOLE SIMS CARD	06/02/2014	104.00	104.00	06/18/2014	
	MAY14-8468	WATER OPERATOR EXAM	06/02/2014	93.00	93.00	06/18/2014	
	MAY14-8492	TRAVEL EXPENSE - ADMIN	06/02/2014	165.30	165.30	06/18/2014	
	MAY14-8492	COURT CONFERENCE TRAVEL	06/02/2014	46.30	46.30	06/18/2014	
	MAY14-8492	TRAVEL EXPENSE COMM DEV	06/02/2014	24.00	24.00	06/18/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	MAY14-8492	TRAVEL EXPENSE COMM DEV	06/02/2014	92.00	92.00	06/18/2014	
	MAY14-8492	TRAVEL EXPENSE COMM DEV	06/02/2014	92.00	92.00	06/18/2014	
	MAY14-8492	TRAVEL EXPENSE COMM DEV	06/02/2014	20.00	20.00	06/18/2014	
	MAY14-8492	SCANNERS (3)	06/02/2014	1,334.97	1,334.97	06/18/2014	
	MAY14-8824	TRAVEL EXPENSE EL	06/02/2014	103.94	103.94	06/18/2014	
Total 10280:				6,542.91	6,542.91		
WAL MART COMMUNITY BRC							
10330							
	03242	SUPPLIES	05/29/2014	19.94	19.94	06/18/2014	
	03242	SUPPLIES	05/29/2014	11.38	11.38	06/18/2014	
	03242	SUPPLIES	05/29/2014	33.91	33.91	06/18/2014	
	03557	OFFICE / SQUAD ROOM SUPPL	05/27/2014	90.48	90.48	06/18/2014	
	060614	SUPPLIES	06/06/2014	46.36	46.36	06/18/2014	
Total 10330:				202.07	202.07		
WATCO POOLS							
10370							
	17778	POOL CHEMICALS	05/14/2014	1,021.19	1,021.19	06/18/2014	
Total 10370:				1,021.19	1,021.19		
WAYNE'S BOOT SHOP							
10430							
	12508	SAFETY BOOTS - TYSON VOLM	06/02/2014	180.00	180.00	06/18/2014	
Total 10430:				180.00	180.00		
WESCO DISTRIBUTION INC							
10480							
	820543	Elbow, 600 amp TOP II	05/22/2014	1,276.55	1,276.55	06/18/2014	ELB600TOP2
	820543	Elbow, 1/0 strd 200 amp	05/22/2014	685.65	685.65	06/18/2014	ELB1/0200
	820543	SUPPLIES	05/22/2014	27.03	27.03	06/18/2014	
Total 10480:				1,989.23	1,989.23		
WESTERN PATHOLOGY CONSULTING, INC							
10570							
	CP 1798	RANDOM TESTING - PD	05/31/2014	90.00	90.00	06/18/2014	
	CP 1798	RANDOM TESTING - EL	05/31/2014	31.50	31.50	06/18/2014	
	CP 1798	RANDOM TESTING - STREETS	05/31/2014	31.50	31.50	06/18/2014	
	CP 1798	RANDOM TESTING - SHOP	05/31/2014	9.00	9.00	06/18/2014	
	CP 1798	RANDOM TESTING - SANITATI	05/31/2014	40.50	40.50	06/18/2014	
	CP 1798	RANDOM TESTING - WATER	05/31/2014	22.50	22.50	06/18/2014	
	CP 1798	RANDOM TESTING - W WATER	05/31/2014	13.50	13.50	06/18/2014	
	CP 1798	RANDOM TESTING - REC	05/31/2014	4.50	4.50	06/18/2014	
Total 10570:				243.00	243.00		
WILLIAMSON, DORIS							
130024							
	12152016	REFUND UTILITY DEPOSIT	05/28/2014	55.60	55.60	06/18/2014	
Total 130024:				55.60	55.60		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WIND RIVER TRENCHING, INC							
129696							
	1252	OLIVE GLENN CABLE PROJECT	06/13/2014	5,580.00	5,580.00	06/18/2014	
Total 129696:				5,580.00	5,580.00		
WOLZ, STAN							
128339							
	60614	REIMBURSE EXPENSE SIDEWA	06/06/2014	110.47	110.47	06/18/2014	
Total 128339:				110.47	110.47		
WOODWARD TRACTOR CO							
10660							
	91163	HYDRAULIC FITTING	05/29/2014	22.63	22.63	06/18/2014	
Total 10660:				22.63	22.63		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	05312014	CONTRIBUTIONS	06/09/2014	7,748.34	7,748.34	06/09/2014	
	05312014	COMMUNITY SERVICE	06/09/2014	4.69	4.69	06/09/2014	
	05312014	VOLUNTEERS PD	06/09/2014	14.04	14.04	06/09/2014	
	05312014	VOLUNTEERS REC	06/09/2014	9.36	9.36	06/09/2014	
Total 10670:				7,776.43	7,776.43		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000067582	BIG HORN AVE PROJECT	05/29/2014	73.11	73.11	06/18/2014	
Total 10805:				73.11	73.11		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	053114	POWER PURCHASE - MAY 2014	05/31/2014	683,258.54	683,258.54	06/18/2014	
Total 10920:				683,258.54	683,258.54		
WYOMING RETIREMENT SYSTEM							
10950							
	05312014	CONTRIBUTIONS -	06/09/2014	59,686.30	59,686.30	06/09/2014	
Total 10950:				59,686.30	59,686.30		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	060114	JUNE FUNDING	06/01/2014	12,725.08	12,725.08	06/18/2014	
Total 11150:				12,725.08	12,725.08		
Grand Totals:				1,199,911.32	1,200,079.31		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
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Report Criteria:

- Detail report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
-

Payroll total \$238,133.21

GRAND TOTAL \$1,438,212.52

Braud Communication \$2,500 Professional Services

Grand Total \$1,440,712.52

**FOR NEW LICENSES AND TRANSFER
LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY**

To be completed by the City, Town or County Clerk:

Date Filed: 5/14/14

Basic Fee:	Annual Fee	Prorated Fee
Add'l Dispensing Room	\$ _____	\$ _____
Fee:		
Transfer Fee:	\$ <u>100.00</u>	
Total License Fee	\$ _____	\$ _____
Collected		
Publishing Fee Collect:	\$ <u>200</u>	

Required Attachments Received: Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 402

For the license term: 10/18/2014
Month Day Year

Through: 7/31/2014
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Formerly Held by: Wilder Enterprises

Applicant: Wilder Enterprises LLC

Trade Name (dba): Eastgate Liquor

Premise Address: 1801 17th St
Number & Street

Cody WY 82414
City State Zip County

Mailing Address: 1801 17th St
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: (307) 587-3380

Fax Number: (307) 587-4759

E-Mail Address: egliquor@tctwesto.net

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.**

<p>FILING FOR</p> <p><input type="checkbox"/> NEW</p> <p><input type="checkbox"/> TRANSFER LOCATION</p> <p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>M-Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>8a - 10p</u></p>
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1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

25' x 50' Room in front half of Bldg

(b) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:

Lots 16 & 17, Blk 1, Colendale Subdivision

2. Do you W.S. 12-4-103 (a) (iii):

(1) **OWN** the building in which sales room is located? YES (own)

(2) **LEASE** the building in which sales room is located? YES (lease)

(A) **DATE** lease expires _____ located on page _____ paragraph _____ of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page _____ paragraph _____ of lease.

NOTE: Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO

4. 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 therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b) YES NO
 If "YES", explain: _____

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):

8. (a) Have you submitted a valid food service permit upon application? YES NO
 W.S. 12-4-407(a) W.S. 12-4-413(a)
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b) YES NO N/A

RESORT LICENSE: Complete questions 9(a) through 9(c):

9. (a) Is the actual valuation of the resort complex 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) Does the resort complex 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) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii) YES NO
- If "YES", please specify type: Microbrewery Winery Retail
 Restaurant Resort Bar & Grill:

11. (a) Do you self distribute your products? YES NO
 (b) Do you distribute your products through an existing malt beverage wholesaler? YES NO

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) The name and address of the grand lodge or national organization is: _____
 - (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? YES NO
 - (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
 - (d) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

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

- (a) The name and address of the National Veterans organization is: _____
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes? YES NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (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 the local licensing authority and the Wyoming Liquor Division? 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?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (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

16. (a) If applicant is an Individual or Partnership: State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Margaret Wilder				1	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

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)

COUNTY OF Park) SS.

Before Me, Cynthia Baker, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

Park a Notary Public, Officer authorized to administer oaths in and for
County, State of Wyoming, personally appeared

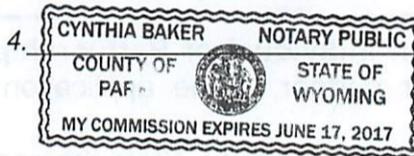
Margorie Wilder name he/she being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

1. Margorie F. Wilder
2. _____
3. _____

My Commission expires: 6/17/17



Witness my hand and official seal:

Cynthia Baker
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5/14/14

REQUIRED ATTACHMENTS:

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) 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).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		



xx shelving / coolers



June 6, 2014

State of Wyoming
Department of Revenue
Liquor Division
6601 Campstool Road
Cheyenne, WY 82002

Re: Wilder Enterprises, LLC

To whom it may concern:

Wilder Enterprises, LLC is a financially responsible entity whose principals have had banking relationships with Pinnacle Bank for over 20 years. All accounts have been handled as agreed. Wilder Enterprises, LLC has performed as agreed with us since 2013 (the year of formation).

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Gowney".

Garrett Gowney
Vice President



MEMBER FDIC

MEETING DATE: JUNE 17, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD,
ADMINISTRATIVE ANALYST
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Request for Renewal of Retail, Restaurant, Bar & Grill, Limited Retail Licenses and Winery Permit

ACTION TO BE TAKEN:

Approve the renewal of 3 Bar & Grill Licenses, 3 Limited Retail Licenses, 2 Microbrewery Permits, 11 Restaurant Licenses, 21 Retail Licenses, and 1 Winery Permit.

SUMMARY OF INFORMATION:

The City of Cody currently has issued 3 Bar & Grill Licenses, 3 Limited Retail Licenses, 3 Microbrewery Permits, 11 Restaurant Licenses, 21 Retail Licenses, and 1 Winery Permit. Roadgrill LLC will not be renewing their Microbrewery Permit. All businesses renewing their license have provided all required documentation, and have paid the advertising fee. If the renewals are approved, payment of the renewal fee is due by July 31, 2014. Approval of the license renewals also includes the current outdoor serving areas previously approved.

FISCAL IMPACT

If all liquor license renewal applications are approved, the City will receive renewal fees in the amount of \$55,700.

ALTERNATIVES

The City may deny any or all of the applications for renewal under Wyoming State Statutes Title 12. If the City denies a renewal application, the applicant may appeal to the District Court.

ATTACHMENTS

1. List of liquor license renewal applicants
2. Applications for renewal of liquor licenses

AGENDA & SUMMARY REPORT TO:

See attached list.

AGENDA ITEM NO. _____

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 5 / 1 / 2014

	Annual Fee
Basic Fee	\$ 500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 608

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: BUFFALO JUMP WINES LLC

Trade Name (dba): BUFFALO JUMP WINES

Premise Address: 1326 BECK AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2388
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 250-7653

Fax Number:

E-Mail Address: scott@buffalojumpwines.com

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input checked="" type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>11a - 10p</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

21.5' X 38' ROOM ON NORTH END OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

MFG: 67.5' X 38' ROOM ON SOUTH END OF BLDG

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)

PORTION OF LOT 9, ALL OF LOT 10, BLOCK 15, ORIGINAL TOWN OF CODY.

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



on file

3. Leases: If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 2/28/2017, located on page 2, paragraph 3, 1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 3 of lease document.

4. Restaurant and Bar and Grill Liquor Licenses Only:

- a) Gross sales figures and percentages of income derived from:

Gross Sales:	\$ _____	
Food Sales:	\$ _____	(____) %
Liquor Sales:	\$ _____	(____) %
- b) Did you attach a copy of your valid food service permit to this application. YES NO

5. If applicant is a Microbrewery:

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. If applicant is an Individual(s) or Partnership: State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Scott Wagner				3	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 1 day of May, 2014.

Scott R Wagner
Applicant

THE STATE OF WYOMING }
COUNTY OF PARK } SS.

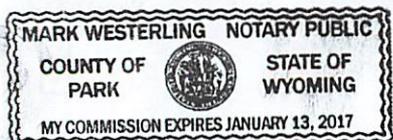
[Signature]
Applicant

Subscribed and sworn to before me by SCOTT F. WAGNER this 1 day of MAY, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 1-13-17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 8th day of March, 2013, between Steven L. Parkes ("Parkes"), and Buffalo Jump Wines, LLC, a Wyoming limited liability company, ("Buffalo Jump").

WITNESSETH:

WHEREAS, Parkes is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, Buffalo Jump desires to lease THE PREMISES for use as a retail and wholesale wine production, bottling and sales facility as well as for other associated wine activities; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities of the respective parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: DEFINITIONS

1.1 As used in this Lease Agreement:

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Lease Agreement;
- b) "THE BUILDING" shall be used to refer to the building located at a portion of Lot 9 and all of Lot 10, Block 15 in the Original Town (now city) of Cody, Park County, State of Wyoming;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
- e) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and

- f) "THE PREMISES" shall be used to refer to the specific square feet of space leased to this Buffalo Jump in THE BUILDING more particularly described in Paragraph 2.1.

SECTION TWO: SUBJECT AND PURPOSE

2.1 Parkes leases THE PREMISES more particularly described as follows:

Five Thousand Three Hundred Eighty (5,380) square feet of space on the first floor, plus additional space in the attic area and partial basement in THE BUILDING located at 1326 Beck Avenue, Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a retail and wholesale wine production, bottling and sales facility as well as for other associated wine activities; Buffalo Jump is further specifically authorized to sell alcohol from the premises during the term of THIS AGREEMENT. If, in the opinion of Parkes, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such activities, Parkes may give Buffalo Jump written notice requiring Buffalo Jump to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND RENT

3.1 Parkes leases THE PREMISES for a term of four (4) years, commencing March 1, 2013 at 12:00 noon and terminating on February 28, 2017, at 12:00 noon, or sooner as provided herein, at the monthly rental amount for the term of the Lease, as follows:

- 3.1.1 For the period beginning on March 1, 2013 and continuing through June 30, 2013 at the rate of \$800.00/Month;
- 3.1.2. For the period beginning on July 1, 2013 and continuing through December 31, 2013 at the rate of \$1,500.00/Month; and
- 3.1.3 For the period beginning on January 1, 2014 and continuing through February 28, 2015 at the rate of \$2,200.00/Month;
- 3.1.4 For the period beginning on March 1, 2015 and continuing through February 28, 2016 at the rate of \$2,800.00/Month; and
- 3.1.5 For the period beginning on March 1, 2016 and continuing through February 28, 2017 at the rate of \$3,200.00/Month.

All payments required herein are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof.

3.3 On the date of commencement of THIS AGREEMENT, Buffalo Jump shall remit to Parkes a security deposit in the total amount of \$2,800.00.

3.4 All payments of rent shall be made by Buffalo Jump to Parkes without notice or demand, at such place as Parkes may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by Parkes of rent in any manner other than herein specified, shall not be a waiver of the rights of Parkes to insist on having all other payments of rent made in the manner and at the time herein specified.

3.5 No payment by Buffalo Jump or receipt by Parkes of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Parkes may accept such check or payment without prejudice to Parkes' rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.6 All charges, costs and expenses which Buffalo Jump is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Buffalo Jump's failure to pay such amounts, and all damages, costs and expenses which Parkes may incur by reason of any default of Buffalo Jump, or failure on Buffalo Jump's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional rent, and, in the event of non-payment by Buffalo Jump, Parkes shall have the rights and remedies with respect thereto as Parkes has for the non-payment of the BASIC RENT.

3.7 It is the intention of the parties that Parkes shall receive the rents and all sums payable by Buffalo Jump under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. Buffalo Jump shall, however, be under no obligation to pay any real estate taxes, building fire insurance, principal or interest on any Mortgage on the leased property, income tax payable by Parkes or any

gift, inheritance, transfer or estate tax by reason of any present or future law which may be enacted during the term of THIS AGREEMENT.

3.8 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due. In the event Buffalo Jump shall not pay any and all payments when due for more than three (3) total times, Parkes, at Parkes' option, may terminate THIS AGREEMENT.

SECTION FOUR: TAXES

4.1 Parkes shall assume responsibility for all real property taxes. Buffalo Jump shall be responsible for the total of all personal property taxes levied against it.

SECTION FIVE: UTILITIES

5.1 During the term of THIS AGREEMENT, Buffalo Jump shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up, telephone, security and the like, with all such services billed directly to Buffalo Jump.

5.2 Parkes shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by Buffalo Jump. In the event Buffalo Jump shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at Buffalo Jump's expense, with such installation first being approved by Parkes.

5.3 In the event Buffalo Jump shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently located on THE PREMISES, all design and installation shall be supervised and approved by Parkes or Parkes' agents. All reasonable costs incurred by Parkes which are directly associated with the supervision of design and installation shall be reimbursed by Buffalo Jump to Parkes upon presentation of any bills, statements or invoices designating such costs.

SECTION SIX: INSURANCE

6.1 Parkes shall keep THE BUILDING, of which THE PREMISES are a part, insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 Buffalo Jump shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of Buffalo Jump. Parkes shall have no responsibility for the loss of any personal property of Buffalo Jump maintained on THE PREMISES.

6.3 Buffalo Jump, at Buffalo Jump's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage which may occur as a result of Buffalo Jump's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." Buffalo Jump further agrees to indemnify and hold Parkes harmless from all claims for personal injuries, death and property damages which occur as the result of Buffalo Jump's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by Buffalo Jump or any contractor selected by or for Buffalo Jump.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company licensed by the Wyoming Insurance Commissioner, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Parkes before the commencement of the term of THIS AGREEMENT, or before any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, whichever is sooner.

6.5 Upon renewal of such insurance (said renewal being prior to the expiration of any existing insurance), Buffalo Jump shall deliver to Parkes evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without forth-five (45) days prior written notice to Parkes.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name Buffalo Jump as the insured and Parkes as an additional insured thereunder.

SECTION SEVEN: RENOVATION ACTIVITIES

7.1 Buffalo Jump agrees to accept THE PREMISES in their present condition "as is," without calling upon Parkes to make any expenditures or to perform any work for the preparation of THE PREMISES for Buffalo Jump's intended use.

7.2 Buffalo Jump shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of Parkes, which consent shall be in Parkes' sole discretion. Parkes is aware, however, that, within one (1) year from the commencement of THIS AGREEMENT, Buffalo Jump intends to conduct certain RENOVATION ACTIVITIES in order to conform THE PROPERTY to Buffalo Jump's use, including:

7.2.1 Walling in the doorways and through-ways in the east wall of THE PROPERTY and refinishing said walls to match other walls in the building in their present condition;

7.2.2 Replacing the overhead doors at the west loading dock;

7.2.3 Removal of the brick building on the west side of the property in order to facilitate easier deliveries to THE PREMISES; and

7.2.4 All plumbing, electrical and infrastructural modifications required to conform THE PREMISES to Buffalo Jump's use.

All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and, excepting those about which the parties have agreed

otherwise in writing, shall at once when made or installed be deemed to have attached to THE PREMISES and to become the property of Parkes and shall remain for the benefit of Parkes at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if, prior to the termination of THIS AGREEMENT or within fifteen (15) days thereafter, if Parkes so directs, Buffalo Jump shall promptly remove the additions, improvements, fixtures and installations which were placed on THE PREMISES by Buffalo Jump and which are designated in said notice and repair any damage occasioned by such removal, and, in default thereof, Parkes may effect said removal and repairs at Buffalo Jump's expense. In the event Parkes consents to any such RENOVATION ACTIVITIES as herein provided, Buffalo Jump shall indemnify and save Parkes harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event Buffalo Jump shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by Parkes or Parkes' agents. All reasonable costs incurred by Parkes which are directly related to the supervision of design and renovation shall be reimbursed by Buffalo Jump to Parkes upon presentation of any bills, statements or invoices designating such costs.

7.4 Buffalo Jump shall indemnify and save Parkes harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to Buffalo Jump in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 Buffalo Jump will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to Buffalo Jump, provided that Buffalo Jump shall have the right to contest the validity of any lien or claim if Buffalo Jump shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, Buffalo Jump shall immediately pay any Judgment rendered against

Buffalo Jump with all proper costs and charges and shall have such lien released without cost to Parkes.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to Buffalo Jump's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by Buffalo Jump, at Buffalo Jump's sole cost and expense, upon first contacting Parkes for approval.

SECTION EIGHT: REPAIRS

8.1 Buffalo Jump shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems, occasioned by the fault or negligence of Buffalo Jump or the employees of Buffalo Jump, and shall maintain all such systems in good condition. Buffalo Jump shall further provide all incidental items necessary for operation of THE PREMISES, including such items as light bulbs. Buffalo Jump shall further be responsible for and shall repair any damage done to the common areas of THE BUILDING occasioned or caused by Buffalo Jump upon moving into or out of THE PREMISES.

8.2 Parkes shall make NECESSARY REPAIRS to THE PREMISES and attendant systems not occasioned by negligence or fault of Buffalo Jump, or Buffalo Jump's employees or patrons and, subject to the notifications described in Section Sixteen, may enter THE PREMISES at any and all reasonable hours to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of Parkes.

8.3 All maintenance and repairs made by Buffalo Jump shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 Buffalo Jump shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct Buffalo Jump's business in a manner not permitted in accordance with Section 2.2 above or in a manner constituting a nuisance of any kind. Buffalo Jump shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 Buffalo Jump shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of Parkes. Should Parkes approve of the use or storage of any hazardous material, Buffalo Jump shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. Buffalo Jump hereby holds Parkes harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by Buffalo Jump. Should Buffalo Jump fail to notify and obtain Parkes' pre-approval for the use or storage of any hazardous material, Parkes may, at its option, terminate this LEASE upon three (3) days' notice to Buffalo Jump.

9.3 Buffalo Jump and Buffalo Jump's employees or agents shall refrain from smoking in THE BUILDING, including hallways, rest rooms or any other common area.

SECTION TEN: INDEMNITY

10.1 Buffalo Jump shall indemnify and save Parkes harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of Buffalo Jump, in or about THE PREMISES, and shall further indemnify and save Parkes harmless against and from any and all claims arising from any breach or default on the part of Buffalo Jump in the performance of any covenants or agreement on the part of Buffalo Jump to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of Buffalo Jump, or any of Buffalo Jump's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein;

and, in case any action or proceeding be brought against Parkes by reason of any such claim, Buffalo Jump, upon notice from Parkes, covenants to resist or defend, at Buffalo Jump's expense, such action or proceeding by legal counsel satisfactory to Parkes.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of Buffalo Jump to pay any rental or other sums when due hereunder, or Buffalo Jump's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by Buffalo Jump, for more than five (5) days after notice of such default shall have been given to Buffalo Jump (or other length of time if specified herein to the contrary) or, if Buffalo Jump shall suffer THIS AGREEMENT to be taken under any writ of execution, then Parkes, besides other rights or remedies Parkes may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Buffalo Jump, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Parkes shall not be required to remove any property, personal or otherwise, whether such property is Parkes' or Buffalo Jump's, from THE PREMISES.

11.2 If Parkes, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then Parkes may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental or rentals and upon such other terms and conditions as Parkes in Parkes' sole discretion may deem advisable. Upon such re-letting, all rentals received by Parkes from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from Buffalo Jump to Parkes, including but not

limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;

- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by Parkes and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by Buffalo Jump hereunder, Buffalo Jump shall pay any such deficiency to Parkes. Such deficiency shall be calculated and paid monthly or, at Parkes' option, may be calculated as a lump sum shall be due in a single payment. No such re-entry or taking possession of THE PREMISES by Parkes shall be construed as an election on Parkes' part to terminate THIS AGREEMENT unless a notice of such intention be given to Buffalo Jump or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Parkes may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should Parkes at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies Parkes may have, Parkes may recover from Buffalo Jump all damages Parkes may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, 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 AGREEMENT 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 Buffalo Jump to Parkes.

11.3 In addition to any other remedies Parkes may have at law or equity and/or under THIS AGREEMENT, Buffalo Jump shall pay upon demand all of Parkes' legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by Parkes, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of

any covenant under THIS AGREEMENT, or for any other relief against Buffalo Jump. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If Buffalo Jump shall become bankrupt or file any debtor proceedings, or take or have taken against Buffalo Jump, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Buffalo Jump's property, or, if Buffalo Jump makes an assignment for the benefit of creditors or petitions for or enters into such an arrangement, then and in that event THIS AGREEMENT shall, at the option of Parkes, be canceled and terminated, and any party claiming on behalf of Buffalo Jump shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Parkes, at any time when Buffalo Jump is in default under such covenant or condition hereof, be construed as a waiver of such default or of Parkes' right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by Parkes to Buffalo Jump be taken as an estoppel against Parkes, it being expressly understood that if, at any time Buffalo Jump shall be in default in any of its covenants or conditions hereunder, an acceptance by Parkes of rental during the continuance of such default or the failure on the part of Parkes promptly to avail itself of such other rights or remedies as Parkes may have, shall not be construed as a waiver of such default, but Parkes may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to Parkes by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Parkes might otherwise have by virtue

of a default under THIS AGREEMENT, and the exercise of one such right or remedy by Parkes shall not impair Parkes' standing to exercise any other right or remedy.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at the Buffalo Jump's option, shall terminate, and any prepaid, unearned rental shall be refunded to Buffalo Jump. If during the first twenty (20) days after such damage or destruction the Buffalo Jump agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and Parkes shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, controlled by THE BUILDING laws and ordinances, and the rental shall abate for such length of time during the period of replacement that Buffalo Jump is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, Parkes shall, at Parkes' option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and Buffalo Jump shall pay rent to Parkes for the damaged PREMISES should they be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then the rent shall abate during such time period. In the event that Parkes and Buffalo Jump cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by Parkes and Buffalo Jump, shall make the said determination.

12.2 Parkes shall not be responsible for any claim, cause of action, damage, cost or expenses in the event Buffalo Jump's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

SECTION THIRTEEN: [RESERVED]

SECTION FOURTEEN: SUBORDINATION

14.1 THIS AGREEMENT and all rights of Buffalo Jump hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. Buffalo Jump shall on demand execute, acknowledge and deliver to Parkes, without expense to Parkes, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if Buffalo Jump shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Parkes, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Buffalo Jump's attorney in fact and in Buffalo Jump's name. Buffalo Jump hereby irrevocably makes, constitutes and appoints Parkes, Parkes' successors and assigns, as Buffalo Jump's attorney in fact for that purpose.

SECTION FIFTEEN: LESSOR'S RIGHT TO PERFORM

15.1 If Buffalo Jump shall at any time be in default of the terms hereunder, Parkes may cure such default on behalf of Buffalo Jump, in which event Buffalo Jump shall reimburse Parkes for all sums paid to effect such cure, together with interest at the rate of eighteen percent (18%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, Parkes shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

SECTION SIXTEEN: LESSOR'S RIGHT OF ACCESS

16.1 Buffalo Jump shall permit Parkes or Parkes' agents to inspect or examine THE PREMISES at any reasonable time and shall permit Parkes to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES, or to THE BUILDING of which THE PREMISES are a part, that Parkes may deem necessary or which

Buffalo Jump have covenanted herein to do and has failed so to do, without the same being construed as an eviction of Buffalo Jump in whole or in part, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of Buffalo Jump's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, Parkes shall give Buffalo Jump ten (10) days' notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, Buffalo Jump shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES. Any exercise by Parkes of its rights to access or enter THE PREMISES shall at all times be subject to the reasonable security requirements of Buffalo Jump. The representatives of Parkes entering THE PREMISES shall, at all times while upon THE PREMISES, be accompanied by a representative of Buffalo Jump (subject to the terms of Section 16.2 below).

16.2 If Buffalo Jump shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, Parkes or Parkes' agents may authorize emergency personnel to enter THE PREMISES by a master key or to forcibly enter THE PREMISES (only after having notified Buffalo Jump's designee and afforded them reasonable time to arrive on THE PREMISES given the nature of the emergency), without rendering Parkes, Parkes' agents or such personnel liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 Parkes' right of entry or re-entry shall not be deemed to impose upon Parkes any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

SECTION SEVENTEEN: LESSEE'S RIGHT OF ACCESS

17.1 Buffalo Jump shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

SECTION EIGHTEEN: PARKING & COMMON AREAS

18.1 During the term of THIS AGREEMENT, Parkes shall provide a public parking area which shall be shared with other tenants of Parkes' property, and which Parkes shall maintain. Parking in the parking lot shall be on a first come, first served basis with no assigned parking spaces. Parkes shall not be responsible or liable for any damages occurring to any vehicle parked in the parking lot.

18.2 Buffalo Jump shall further have the right to utilize the common areas in the rear of THE BUILDING for access and delivery purposes, said access being for no more than one (1) year or until THE PREMISES are walled-off from the remainder of THE BUILDING pursuant to Section 7.2 above.

SECTION NINETEEN: ASSIGNMENT AND SUBLEASING

19.1 Buffalo Jump shall not assign, mortgage or encumber THIS AGREEMENT or sublet, underlet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of Parkes in each instance. The sale or transfer of stock control, if Buffalo Jump is or becomes a corporation, shall be deemed an assignment of THIS AGREEMENT, unless such sale or transfer results from the death of a stockholder of Buffalo Jump. Any consent by Parkes to an assignment or underletting or subletting shall not in any manner be construed to relieve Buffalo Jump, any assignee, undertenant or sublessee from obtaining the consent in writing of Parkes to any further assignment, underletting or subleasing.

19.2 Buffalo Jump shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless Parkes shall expressly waive Parkes' rights against Buffalo Jump to THIS AGREEMENT in writing prior to said sublease.

SECTION TWENTY: NOTICE

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return

receipt requested, to the party to be notified at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION TWENTY-ONE: SURRENDER OF POSSESSION

21.1 Buffalo Jump shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to Buffalo Jump herein, peaceably and quietly surrender and deliver THE PREMISES to Parkes, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by Buffalo Jump, all in good condition and repair.

SECTION TWENTY-TWO: SIGNS

22.1 Buffalo Jump shall not place or erect any signs of any nature on any part of THE PREMISES (including the interior and exterior) without having first obtained the appropriate City of Cody permit, if necessary. All such signs or alterations thereof shall remain subject to approval by the City of Cody, if necessary.

SECTION TWENTY-THREE: SALE OF PREMISES

23.1 In the event that Parkes should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, Buffalo Jump's option to renew THIS AGREEMENT for successive terms shall terminate. However, the sale of THE PREMISES, or any part of the real property upon which THE PREMISES are located, shall not affect the then-current term of THIS AGREEMENT, and Buffalo Jump shall have the right to complete the then-current term of THIS AGREEMENT to the expiration date.

23.2 Parkes and Buffalo Jump acknowledge that Buffalo Jump is, contemporaneously herewith, entering into an Option Agreement and Right of First Refusal whereby Buffalo Jump may purchase THE PREMISES and the adjacent premises described as a portion of Lot 9, all of Lots 10 and 11, Block 15 in the Original Town (now

City) of Cody, Wyoming. Said Option Agreement shall be read *in pari materia* with THIS AGREEMENT and, upon Buffalo Jump's purchase of THE PREMISES, THIS AGREEMENT shall terminate and shall be of no further effect.

23.3 The parties agree that they shall record a Memorandum reflecting Buffalo Jump's leasehold interest in THE PREMISES, as well as the Option Agreement and Right of First Refusal.

SECTION TWENTY-FOUR: MISCELLANEOUS PROVISIONS

24.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

24.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between Parkes and Buffalo Jump. Parkes and Buffalo Jump expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between Parkes and Buffalo Jump other than the relationship of landlord and tenant.

24.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

24.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Parkes and Buffalo Jump. Each term and provision of THIS AGREEMENT to be performed by Buffalo Jump shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of Buffalo Jump is not intended to constitute a consent to assignment by Buffalo Jump but has reference only to those instances in which Parkes may have given written consent to a particular assignment.

24.5 Buffalo Jump acknowledges that Parkes and Parkes' agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and Buffalo Jump acknowledges that Parkes, Parkes' agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

24.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

24.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

24.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION TWENTY-FIVE: AUTHORITY OF SIGNATORIES

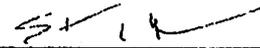
25.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as Buffalo Jump. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon Parkes and Buffalo Jump in accordance with the terms and conditions of THIS AGREEMENT.

SECTION TWENTY-SIX: TIME OF THE ESSENCE

26.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody,
Wyoming, the day and year first above written.

Parkes:



STEVE PARKES

Buffalo Jump: BUFFALO JUMP WINES, LLC

By: 

Manager
Scott Wagner

The undersigned hereby personally guarantee that Buffalo Jump will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. Parkes shall have the right to require the performance of the personal guarantor in place of the performance of Buffalo Jump without first having requested such performance by Buffalo Jump.



Personal Guarantor

March 8 2013

Date



Personal Guarantor

March 8, 2013

Date

x:\transactional\p\prudential brokerage west\parkes-buffalo jump lease\lease agreement.doc

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 21 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 957

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: GULCH STREET PROPERTIES LLC

Trade Name (dba): WHOLE FOODS TRADING COMPANY

Premise Address: 1134 13TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 276
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3213

Fax Number: (307) 587-7037

E-Mail Address: dcowan@bresnan.net

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon-Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>2a-5p</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

91 **398 SQ FT ROOM IN NE CORNER OF BLDG**

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

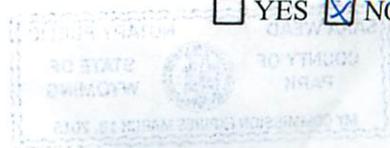
W.S.12-4-102(a)(vii)

NORTH 40' OF LOTS 17-20 & NORTH 55' OF LOTS 21 & 22, BLOCK 10, ORIGINAL TOWN OF CODY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: / / 2017, located on page , paragraph of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page , paragraph of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$
Food Sales: \$ (%)
Liquor Sales: \$ (%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
DALE ALAN Cowan				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Betty Kay Cowan				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 21st day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

[Signature]
Applicant

Subscribed and sworn to before me by Dale + Betty Cowan this 21st day of April, 2014.

Witness my hand and official seal.

[Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 2nd day of August, 2013 by and between Whole Foods Trading Co., Inc., a Wyoming corporation, hereinafter referred to as "Whole Foods," and ~~Dale Cowan and Betty Cowan, husband and wife or their assigns,~~ hereinafter referred to as "Lessee", GUICK STREET ENTERPRISES LLC BC DE
KC

WITNESSETH:

WHOLE FOODS, FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH to be kept and performed by Lessee does hereby sublease unto Lessee a portion of the following described real estate all as set forth in the Lease Agreement between Marquette, LLC dated 25th day of January, 2012 and Whole Foods Trading Co., Inc. a portion of the following described real estate as follows:

The north 40 feet of Lots 17, 18, 19 and 20 and the north 55 feet of Lots 21 and 22, Block 10, Original Town (now City) of Cody, according to the plat recorded in Book "E" of Plats, page 58, Park County, Wyoming.

The portion of the above described real estate to be leased to Lessee is more particularly described as follows:

A 398 square foot area located in the northeast corner of the building as evidenced by the cross hatch area on Exhibit "A", which is attached hereto and incorporated herein by this reference.

Lessee acknowledges that the remainder of the real estate is leased to Lessee under a Lease Agreement dated January 25, 2012 and the terms and provisions of that Lease Agreement including the area as set forth in Exhibit "A" are subject to an option to purchase the real estate.

The above described 398 square foot area of the real estate is hereinafter referred to as the "LEASED PREMISES" and Lessee does hereby rent the same from Whole Foods upon the following terms and conditions:

1. Term. The term hereof shall commence on the date Cowan acquires the Liquor License No. 405 from the City of Cody and shall continue for a period of five (5) years thereafter, terminating on March 1, 2017 unless earlier terminated as provided herein.
2. Rent. As rent for the LEASED PREMISES, Lessee covenants and agrees to pay to Whole Foods One Hundred Dollars (\$100.00) per month or such other rental as agreed by the parties within six (6) months of date hereof. Rent shall be payable in advance on or before the 1st day of each calendar month commencing upon approval of Lessee acquiring the City Liquor License. Rent shall be paid to Whole Foods at 1134 13th Street, Cody, Wyoming, 82414 or its authorized agent or at such other place as may be designated by Whole Foods from time to time.

Delinquent rent shall be subject to a late charge of ten percent (10%) if over five (5) days delinquent. Delinquent rent shall bear interest thereafter at the rate of eighteen percent (18%) per year if over thirty (30) days delinquent.

3. Use of the LEASED PREMISES. Lessee covenants and agrees that Lessee will use the LEASED PREMISES according to the Sublease Agreement for the sale of alcoholic beverages, and for no other purpose without prior written consent of Whole Foods. Lessee will make no unlawful use of the LEASED PREMISES and will not keep or maintain thereon any substances or materials or conduct its business operation in a manner which may vitiate or endanger the validity of any hazard insurance on the improvements or increase the premium of such hazard insurance. Lessee shall not engage in nor permit any activity thereon in violation of the ordinances of the City of Cody or the laws of the State of Wyoming and shall otherwise in its occupancy of the LEASED PREMISES comply in all respects with the governing statutes and ordinances.

4. Casualty Insurance. Whole Foods shall maintain One Million Dollars (\$1,000,000.00) of liability and casualty insurance covering the LEASED PREMISES, which is acceptable to Lessee and which will name Lessee as an additional insured. Lessee shall be provided a Certificate of Insurance confirming Lessee as an additional insured.

Whole Foods shall secure and maintain fire and extended coverage insurance covering the LEASED PREMISES, in an amount equal to one hundred percent (100%) of the full replacement costs of the LEASED PREMISES. Lessee shall be named as an additional insured and will be provided a Certificate of Insurance confirming coverage.

5. Taxes. Lessee shall pay all personal property taxes for trade fixtures and inventory from date of closing of sale between Cooter Brown's, LLC and Dale Cowan and Betty Cowan for the Liquor License for the City of Cody No. 405.

6. Utilities. Whole Foods shall pay for all utilities used and consumed on the LEASED PREMISES.

7. Maintenance, Repairs and Alterations. Lessee shall keep its leased portion of the building in a good state of repair (except for structural defects) and shall perform all maintenance and repairs required and shall make no structural changes in the building or erect any signs outside the building without the prior written consent of Whole Foods.

Lessee shall maintain the LEASED PREMISES in a clean and sanitary manner including all equipment and appliances therein, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages caused by Lessee.

8. Destruction of Building. If the LEASED PREMISES is totally destroyed (or so substantially damaged as to be untenable) by storms, fire, earthquake or other casualty, this

Sublease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between Whole Foods and Lessee on that date.

If the LEASED PREMISES is damaged but not rendered wholly untenable and the damage can be fully repaired in ninety (90) days, rent shall abate in proportion as the building has been damaged and Whole Foods shall restore the building within said time limit, whereupon rent in full shall recommence. Should the Whole Foods fail or refuse to fully repair the building within said ninety (90) days, Lessee may terminate this Lease.

9. **Possession.** Whole Foods shall deliver possession of the LEASED PREMISES at time of Lessee acquiring the Liquor License from the City of Cody for use in the LEASED PREMISES.

10. **Entry and Inspection.** Lessee shall permit Whole Foods or Whole Foods' agents to enter the LEASED PREMISES at reasonable times and upon reasonable notice for the purpose of inspecting the LEASED PREMISES or for making necessary repairs.

11. **Removal of Fixtures.** With Whole Foods' approval, Lessee may remove prior to the expiration of this Lease Agreement, all fixtures and equipment which it has placed on the LEASED PREMISES during the term of the Lease, provided, Lessee shall repair all damages caused by such removal.

12. **Termination.** This Lease may be terminated by Lessee on sixty (60) days written notice to Whole Foods and all Lessee's duties and obligations hereunder shall cease on date of termination.

13. **Attorney Fees.** The prevailing party shall be entitled to all costs incurred, including reasonable attorney fees for enforcing the party's rights hereunder, including the collection of rent, late charges, interest on delinquent rent and eviction.

14. **Benefits.** This Lease Agreement and its terms and conditions shall inure to the benefit of the parties and their respective heirs, successors and assigns, limited however, by the provisions herein expressed to the contrary.

15. **Notice.** Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to Whole Foods as follows:

Whole Foods Trading Co., Inc.
1134 13th Street
Cody, Wyoming 82414

and addressed to Lessee as follows:

Dale and Betty Cowan
P.O. Box 276
Cody, Wyoming 82414

Notice by mail shall be considered delivered twenty four (24) hours following deposit thereof in any United States post office. Either party may change the address of notice by giving appropriate notice thereof in writing to the other party.

16. Claims of Third Parties. Lessee has entered into an arrangement whereby Whole Foods will cooperate with Lessee for the disposition and sale of certain bottled goods when Lessee directs. Whole Foods will indemnify and hold Lessee harmless from any and all claims by third parties arising from the conduct of business upon the LEASED PREMISES.

17. Merger of Negotiations. All negotiations between the parties are merged in to this Sublease Agreement and there are no undertakings or agreements other than the separate Agreement between Whole Foods and Whole Foods Trading Co., Inc. This Lease Agreement supersedes any prior Lease Agreement Lessee or Whole Foods entered into with regard to the LEASED PREMISES. This Lease Agreement may not be modified, except by an instrument in writing duly executed by the parties.

18. Holding Over. Lessee may hold over after the expiration of the term herein pursuant to an agreement between Whole Foods and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

Lessee:

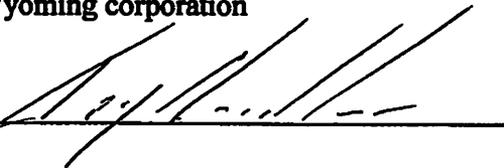


Dale Cowan



Betty Cowan

Whole Foods:
Whole Foods Trading Co., Inc.,
a Wyoming corporation

By: 

**AMENDMENT TO
LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT made and entered into this _____ day of April, 2014 by and between MallaModel Properties, LLC, a Wyoming limited liability company, being successor in interest in the Property identified in the original Lease Agreement between Gulch Street Properties, LLC and Whole Foods Trading Co., Inc. dated August 2, 2013, hereinafter referred to as "Lessor," and Gulch Street Properties, LLC, a Wyoming limited liability company, hereinafter referred to as "Lessee,"

W I T N E S S E T H:

WHEREAS, Whole Foods Trading Co., Inc. and Lessee entered into a Lease Agreement dated August 2, 2013 under which Lessee has the right to Lease certain Property of Whole Foods Trading Co., Inc.; and

WHEREAS, Lessor has purchased the Property owned by Whole Foods Trading Co., Inc. as described in said Lease Agreement and being described herein as follows:

The north 40 feet of Lots 17, 18, 19 and 20 and the north 55 feet of Lots 21 and 22, Block 10, Original Town (now City) of Cody, according to the plat recorded in Book "E" of Plats, page 58, Park County, Wyoming; and

WHEREAS, the Lease Agreement granted the right to lease three hundred ninety-eight (398) square foot area located in the NORTH EAST corner of the building as evidenced by the cross hatch area on Exhibit "A" of the original Lease Agreement.

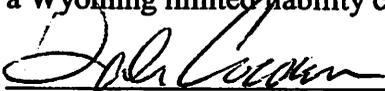
NOW THEREFORE, Lessor and Lessee have agreed to amend the Lease Agreement dated August 2, 2013 to relocate the area known as the "serving area" to a ninety-one (91) square foot area located in the NORTH EAST corner of the building to be used as a serving area all as set forth graphically in Exhibit "B" attached hereto and made a part hereof.

The parties agree that the remaining terms and conditions of the Lease Agreement shall remain in full force and effect; provided however, that rent shall be paid to Lessor at 938 RUMSEY AVE., Cody, Park County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement the day and year first above written.

Lessee:

Gulch Street Properties, LLC,
a Wyoming limited liability company



Dale Cowan, Manager/Member



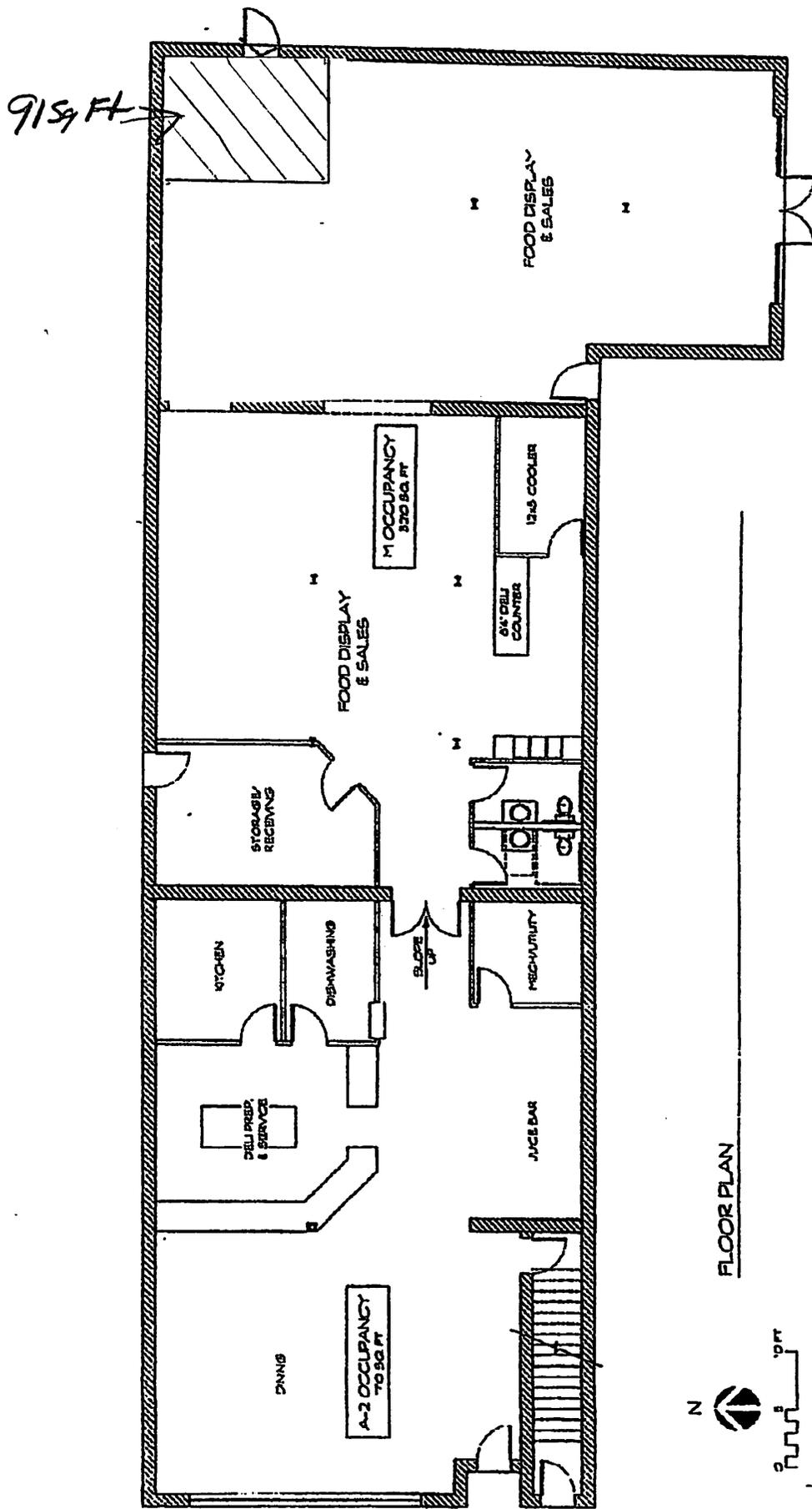
Betty Cowan, Member

Lessor:

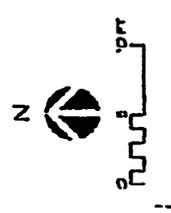
MallaModel Properties, LLC,
a Wyoming limited liability company

By: 

, Manager/Member



FLOOR PLAN



WHOLE FOODS TRADING CO.

KEITH PRYOR
ARCHITECT
1000 ...



-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 21 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$ 1000
Total Lic Fee Collected	\$ 2500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 368

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

**A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110**

Applicant: BUFFALO BILL MEMORIAL ASSOCIATION

Trade Name (dba): BUFFALO BILL CENTER OF THE WEST

Premise Address: 720 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 720 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4771

Fax Number: (307) 587-5714

E-Mail Address: bruces@bbhe.org centerofthewest.org

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>MON - SUN</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10am - 5pm / Varried</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:**
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
22' X 9' ROOM IN PHOTO GALLERY OF DRAPER MUSEUM
 - Do you have an additional dispensing room? YES NO
 - If yes, provide description and location:
10' X 13' ROOM EAST OF THE EXPRESSO BAR
 - Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)
ALL OF LOT 82C LESS S60', NE1/4 SE1/4 OF SEC 31, T53N, R1010W, 6TH P.M., ORIGINAL SURVEY
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO
 - Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ___/___/___, located on page ___, paragraph ___ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page ___, paragraph ___ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 402,613
 Food Sales: \$ 386,353 (96 %)
 Liquor Sales: \$ 16,260 (4 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	Have you been Convicted of a Felony Violation?	YES <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						Have you been Convicted of a Felony Violation?	YES <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
		<u>Attachment A</u>				YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 21st day of April, 2014.

Bruce B. Eldredge
Applicant

THE STATE OF WYOMING
COUNTY OF Park } ss.

Lynn Rodgers
Applicant

Subscribed and sworn to before me by Bruce B. Eldredge + Lynn Rodgers this 21st day of April, 2014.

Witness my hand and official seal.

Diana M. Jensen
Notary Public or Person Authorized to Administer Oath

My Commission expires: 15 October 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



Buffalo Bill Memorial Association Board of Trustees | 2014

	Have you been convicted of a felony violation?	Have you been convicted of a violation relating to alcoholic liquor or malt beverages?	Date of Birth	Yrs. Board
Barron G. Collier, II Collier Group [REDACTED]	No	No	[REDACTED]	27
Mary Gooch Armour [REDACTED]	No	No	[REDACTED]	5
Gordon H. Barrows [REDACTED]	No	No	[REDACTED]	14
Daniele D. Bodini [REDACTED]	No	No	[REDACTED]	8
John R. Caldwell [REDACTED]	No	No	[REDACTED]	5
Paul V. Cali [REDACTED]	No	No	[REDACTED]	5
D.H. Carroll [REDACTED]	No	No	[REDACTED]	3
Vice President Richard B. Cheney [REDACTED]	No	No	[REDACTED]	13
Henry H.R. Coe, Jr. [REDACTED]	No	No	[REDACTED]	34

Buffalo Bill Memorial Association Board of Trustees | 2014

Samuel B. Webb, Jr.

No

No

6

[REDACTED]

Bruce B. Eldredge
Executive Director and
Chief Executive Officer
Buffalo Bill Historical Center

No

No

6.5

[REDACTED]

NO STOCK OWNED

**-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4/28/2014

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ 1500
Total Lic Fee Collected	\$ 4000
Publishing Fee Collected	\$ 2500 1500
	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 406

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: OLIVE GLENN GOLF & COUNTRY CLUB

Trade Name (dba): OLIVE GLENN GOLF & COUNTRY CLUB

Premise Address: 802 MEADOW LANE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 26
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5308

Fax Number: (307) 587-4591

E-Mail Address: ogcc@wyoming.com

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>MON - SUN</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>Mon - Sun 8:00AM - 9:00PM (Mar-Oct)</u> <u>Mon - Sat 9:00AM - 8:00PM (Nov-Feb)</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

2644 SQ FT ROOM IN NW CORNER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

42' X 72' ROOM IN SW CORNER OF BLDG

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

TRACT C, OLIVE GLENN SUBDIVISION

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page ____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 48293
 Food Sales: \$ 52879 (36 %)
 Liquor Sales: \$ 95414 (64 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term)?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES	NO	YES	NO
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES	NO
Michael Kenney				17	*	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Patrick Manning				3	*	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Rebecca Slomski				8	*	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
John David Balling				22	*	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this ____ day of _____, _____.

Applicant

THE STATE OF WYOMING }
 COUNTY OF _____ } SS.

Applicant

Subscribed and sworn to before me by _____ this ____ day of _____.

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: _____

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page ____ , paragraph ____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page ____ , paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)
 W.S.12-4-408(b)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
John Parsons				10	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Rick Marron				9	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Walter Braunschweig				7	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 23rd day of April, 2014.

John Parsons
Applicant

THE STATE OF WYOMING
COUNTY OF PARK

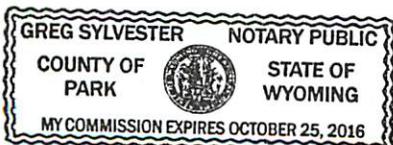
} SS. Michael L. Kenney
JOHN PARSONS
Applicant

Subscribed and sworn to before me by MICHAEL L. KENNEY this 23rd day of April, 2014.

Witness my hand and official seal.

Greg Sylvester
Notary Public or Person Authorized to Administer Oath

My Commission expires: October 25, 2016



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Olive Glenn Golf and Country Club

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 28 / 2014

Annual Fee
 Basic Fee \$ 1500
 Additional Disp Rm Fee \$
 Total Lic Fee Collected \$ 1500
 Publishing Fee Collected \$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 408

For the license term: 8/1/2014 Month Day Year
 Through: 7/31/2015 Month Day Year

**A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110**

Applicant: STECKS INC

Trade Name (dba): ROCKY MOUNTAIN DISCOUNT LIQUOR

Premise Address: 1820 17TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1820 17TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-2980

Fax Number: (307) 587-9188

E-Mail Address: stecksinc@yahoo.com

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.

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

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

MON-SAT SUN

HOURS OF OPERATION (e.g. 10a - 2a)

MON-THRU SUN 8AM-10PM

SAT 8AM-10PM Fri 8AM-12PM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

43' X 60' ROOM ON E SIDE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

PORTION OF LOT 12, PLAT WEST, PLAT DAKEN SUBDIVISION, ORIGINAL TOWN, ZONED COMMERCIAL

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months?



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Brandon James McAstor				16	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Kelly Michelle McAstor				8	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 22 day of April, 2014.

Brandon McAstor
Applicant

THE STATE OF WYOMING
COUNTY OF Campbell } ss.

Kelly McAstor
Applicant

Subscribed and sworn to before me by Brandon McAstor this 22 day of April, 2014.
Kelly McAstor

Witness my hand and official seal.

Jenna West
Notary Public or Person Authorized to Administer Oath

My Commission expires: January 21, 2015



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 24 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 403

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: MAVERIK INC

Trade Name (dba): MAVERIK #363

Premise Address: 2321 BIG HORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 2321 BIG HORN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 885-5139

Fax Number: (307) 885-3832

E-Mail Address:

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input checked="" type="checkbox"/> off-premise only</p> <p><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>Jan 1</u> to <u>Dec 31</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Monday - Sunday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>6am - 2am</u></p>
--	---	--

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

515 SQ FT ROOM ON N END OF BLDG

b) Do you have an additional dispensing room? YES NO

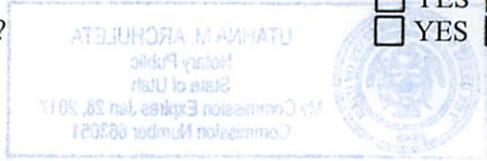
c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))

S 230' OF THE W1/2 E1/2 W1/2 SE1/4 SW1/4, T53N, R101W, 6TH P.M., ORIGINAL GOVERNMENT SURVEY, NOW PORTION OF TRACT 40, RESURVEY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES	NO	YES	NO
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES	NO
please see attached.						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 22 day of April, 2014.

THE STATE OF ~~WYOMING~~ Utah
COUNTY OF DAVIS } SS.

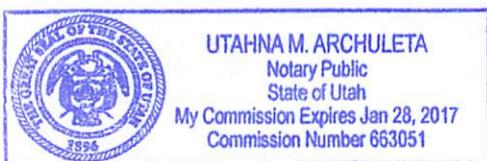
[Signature]
Applicant
[Signature]
Applicant

Subscribed and sworn to before me by Spencer Hewlett, Dan Murray this 22 day of April, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 1/28/14



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 3,090,731
 Food Sales: \$ 2,413,058 (78 %)
 Liquor Sales: \$ 677,673 (22 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
JOHN C DARBY				23	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Michael S. DARBY				23	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JOHN SCOTT DARBY				23	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 30th day of April, 2014.

John C Darby
Applicant

THE STATE OF WYOMING
COUNTY OF PARK } ss.

Scott Darby John Scott Darby
Applicant

Subscribed and sworn to before me by JOHN C. DARBY; J. SCOTT DARBY, this 30th day of April, 2014.

Witness my hand and official seal.

Jacqueline J. Rosen
Notary Public or Person Authorized to Administer Oath

My Commission expires: 3-1-2018

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: CIH, INC. dba Tema HOTEL

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 30 / 2014

	<u>Annual Fee</u>
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 0347

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ROADGRILL LLC *Geysers on The Terrace*

Trade Name (dba): GEYSER BREWING COMPANY

Premise Address: 525 WEST YELLOWSTONE AVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2715
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5868

Fax Number:

E-Mail Address: roadgrill@bresnan.net
theterrace@qwestoffice.net

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>Jan</u> to <u>Dec</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon-Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>Variable</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:**
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
94' X 48' ROOM ENTIRE BLDG
 - Do you have an additional dispensing room? YES NO
 - If yes, provide description and location:
 - Provide the legal description and the zoning of the site where the applicant will sell under the license:
 W.S.12-4-102(a)(vii)
LOT 9 LYING N OF HWY & S FROM S SIDE OF RIVER & PART OF LOT 12 NW OF HWY, R/W EX 27AG, LOT 9, SEC 3, T52N, R102W, ZONED D3
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)
 - Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor Sales:	\$ _____ (____%)

 W.S.12-4-408(b)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Lynn M Lampe				12	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 30 day of April, 2014.

Lynn Lampe
Applicant

THE STATE OF WYOMING
COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by Lynn Lampe this 30 day of April, 2014.

Witness my hand and official seal.

Cynthia Baker
Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17

	<p style="text-align: center;">FOR LIQUOR DIVISION USE ONLY</p> <table style="width: 100%;"> <tr> <td>Reviewer</td> <td>Initials</td> <td>Date</td> </tr> <tr> <td>Agent:</td> <td></td> <td></td> </tr> <tr> <td>Chief:</td> <td></td> <td></td> </tr> <tr> <td>Acc:</td> <td></td> <td></td> </tr> </table>	Reviewer	Initials	Date	Agent:			Chief:			Acc:		
Reviewer	Initials	Date											
Agent:													
Chief:													
Acc:													

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 5/22/2014

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ 1500
Total Lic Fee Collected	\$
Publishing Fee Collected	\$ 1500
	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 652

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: SOARING PEAK ENTERPRISES

Trade Name (dba): SOARING PEAK LIQUOR & SALOON

Premise Address: 544 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 25 ROAD 6SR
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-6461

Fax Number:

E-Mail Address: vaughnplace@live.com

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.

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
 RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
 VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

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

HOURS OF OPERATION (e.g. 10a - 2a)

Mon - Sun
10a - 4p

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

47' X 40' ROOM ON SOUTH END OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

NW1/4, NW1/4, SEC 1, T52N, R102W

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

YES NO

a) Do you anticipate any changes in the next twelve (12) months?

YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES	NO	YES	NO
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES	NO
Vaughn Place				3	50	<input type="checkbox"/>	<input type="checkbox"/>
Brenna Place				3	50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 2 day of May, 2014.

Vaughn Place
Applicant

THE STATE OF WYOMING
COUNTY OF Park } ss.

Brenna Place
Applicant

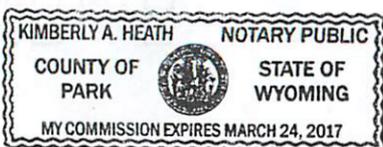
Subscribed and sworn to before me by Vaughn + Brenna Place this 2 day of May, 2014.

Witness my hand and official seal.

Kimberly A Heath

Notary Public or Person Authorized to Administer Oath

My Commission expires: March 24, 2017



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Soaring Peak

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____ %)
Liquor Sales:	\$ _____ (_____ %)

 W.S.12-4-408(b)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? YES NO
W.S.12-1-101(a)(xix)
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
EVERETT G. DIEHL				9	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
SUSAN DIEHL				9	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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)

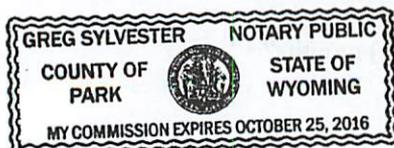
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.
Dated this 9th day of MAY, 2014.

THE STATE OF WYOMING
COUNTY OF PARK } SS.

Subscribed and sworn to before me by EVERETT DIEHL
SUSAN DIEHL this 9th day of MAY, 2014.

Witness my hand and official seal.

My Commission expires: OCTOBER 25, 2016



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4/29/2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 817

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: GOOD 2 GO STORES LLC

Trade Name (dba): GOOD 2 GO STORES

Premise Address: 221 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 50620
Number & Street or P.O. Box

IDAHO FALLS, ID 83405
City State Zip

Business Telephone Number: (307) 527-5391

Fax Number: (208) 528-8929

E-Mail Address: lhall@good2gostores.net

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
- PARTNERSHIP LLP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION
- LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
- on-premise only
- off-premise only
- combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

- FULL TIME (e.g. Jan through Dec)
- SEASONAL/PART-TIME
- (specify months of operation)
- from _____ to _____
- DAYS OF WEEK (e.g. Mon through Sat)
- Sun through Sat
- HOURS OF OPERATION (e.g. 10a - 2a)
- 7:00 am - 12:00 am

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility.

36' X 81' (W.S.12-4-102(a)(i):

9' X 43' ROOM ON EAST END OF BLDG

architect drawing attached

b) Do you have an additional dispensing room?

YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

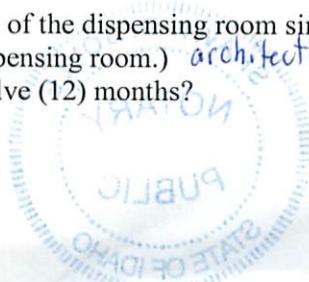
LOT 70, K GRANDVIEW ESTATES

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.) *architect drawing attached*

a) Do you anticipate any changes in the next twelve (12) months?

YES NO
 YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 12 / 31 / 2022, located on page 2, paragraph 7.1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 6, paragraph 5.1 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____ %)
Liquor Sales:	\$ _____ (_____ %)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Brad H. Hall				11	} 54%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Andrea Hall				11		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Logan Hall				2	4%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Cole Hall				2	4%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 28th day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING IDAHO }
COUNTY OF Bonneville } ss.

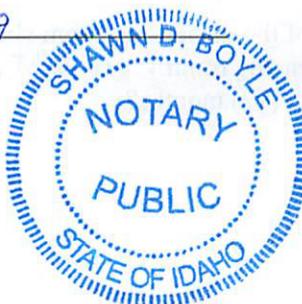
[Signature]
Applicant

Subscribed and sworn to before me by Logan Hall and Cole Hall this 28th day of April, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 1/25/2019



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



nbwarchitects p.a.
 ARCHITECTS PLANNERS INTERIORS
 SCOTT L. NELSON, AIA, KEVIN H. SCOTT, AIA, PHILIP H. RICHARDS, AIA
 1000 S. GARDEN AVENUE, SUITE 100, CHEYENNE, WYOMING 82001
 (307) 632-1111

GOOD 2 GO CONVENIENCE STORE
 CODY, WYOMING
 CODY NO. 4
 NEW BUILDING FOR:
 MAIN LEVEL FLOOR PLAN

PROJECT NO. _____
 DATE _____
 SHEET NO. _____
 TOTAL SHEETS _____

PROJECT NO. _____
 DATE _____
 SHEET NO. _____
 TOTAL SHEETS _____

A1.1
 T.1

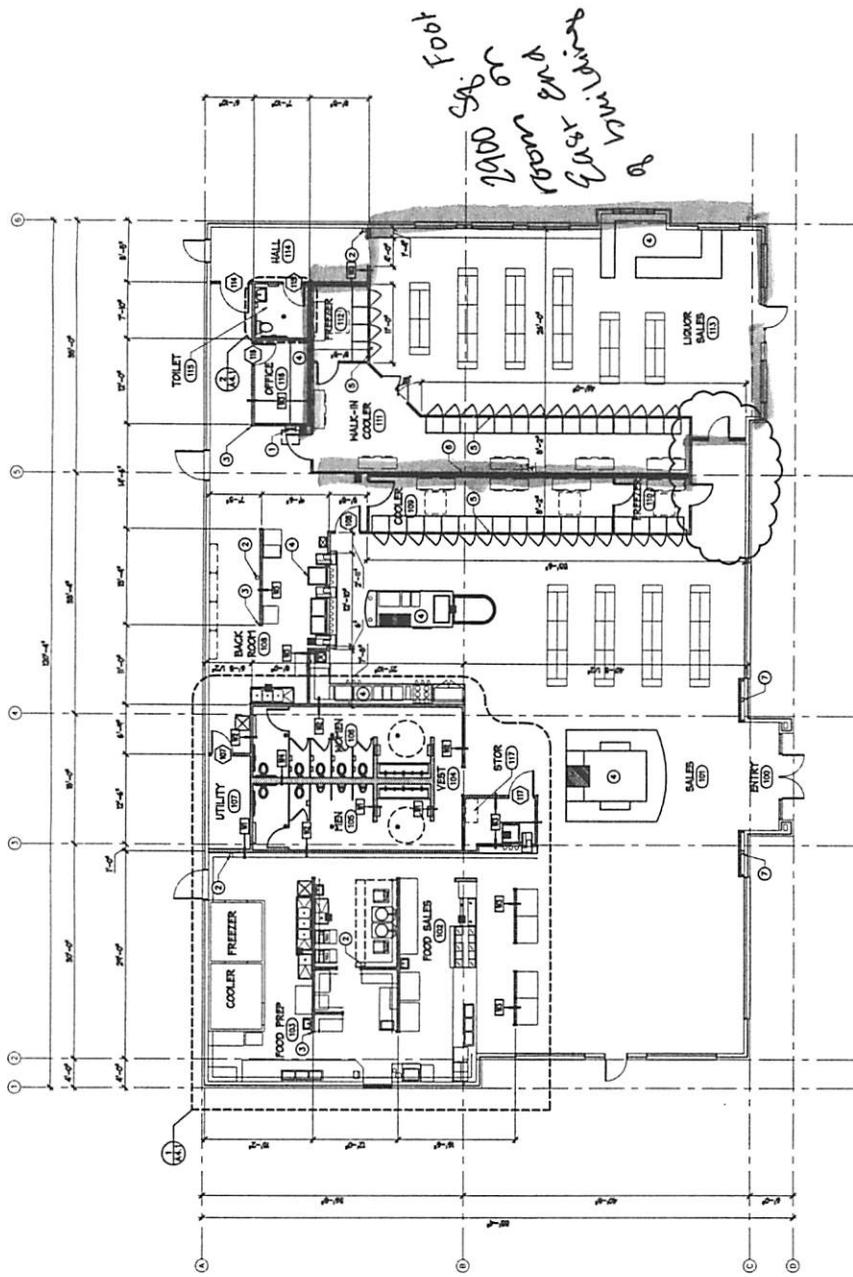
- GENERAL NOTES**
- INTERIOR DIMENSIONS ARE FROM CENTERLINE OF GRID OR FACE OF EXTERIOR WALL, UNLESS NOTED OTHERWISE.
 - ALL INTERIOR WALLS TO BE FRAMED TO UNDERSIDE OF STRUCTURE, TYPICAL, UNLESS OTHERWISE NOTED.
 - MECHANICAL, ELECTRICAL AND PLUMBING WORK SHALL BE SHOWN ON SEPARATE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ALL LEADING AND PENETRATIONS AND MECHANICAL WORK.
 - SEE MECHANICAL DRAWINGS FOR ALL MECHANICAL CEILING PENETRATIONS AND MECHANICAL WORK.
 - ALL WORK TO BE IN ACCORDANCE WITH ALL CODES AND ACCESSIBILITY REQUIREMENTS.
 - CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.

- KEYNOTES**
- ROOF ACCESS HATCH LOCATED SEE DETAIL C1/A11
 - ROOF ACCESS HATCH INSTALLED IN REAR WALL
 - FIRE EXTINGUISHER / F.E. CABINET
 - CORNER BUSHY / END GAS, TYPICAL, SEE DETAIL C1/A11
 - MILKMAKING AND FOOD SERVICE EQUIPMENT BY OTHERS
 - INSTALL 1/2" CYCLAM BOARD ON FACE OF REVENGE COOLER/FREEZER
 - EXTERIOR WALL FINISHES AS REQUIRED TO FIT AROUND EXTERIOR WALL
 - TURN-OUT WALL AS SHOWN TO OVERFLOW LINES
 - ROOF DRAIN / OVERFLOW LINES

INTERIOR WALL TYPES

TYPE	DESCRIPTION
1	2 x 4 WOOD FRAMING AT 16" ON CENTER WITH 2" BATT INSULATION BETWEEN STUDS. FINISHES AS SCHEDULED.
2	2 x 4 WOOD FRAMING AT 16" ON CENTER WITH 2" BATT INSULATION BETWEEN STUDS. FINISHES AS SCHEDULED.
3	2 x 4 WOOD FRAMING AT 16" ON CENTER WITH 2" BATT INSULATION BETWEEN STUDS. FINISHES AS SCHEDULED.
4	2 x 4 WOOD FRAMING AT 16" ON CENTER WITH 2" BATT INSULATION BETWEEN STUDS. FINISHES AS SCHEDULED.

NOTE: INSTALL 5/8" TEE BACKER BOARD ON WALLS SCHEDULED TO RECEIVE CERAMIC TILE.



Yellowstone Ave
S
MAIN LEVEL FLOOR PLAN
 SCALE: 1/8" = 1'-0"

LEASE AGREEMENT

Location Address: 217-221 Yellowstone Ave., Cody, WY 87214

This Lease Agreement is by and between

#2 Cody Wyoming Property, LLC
an Idaho limited liability company

as Landlord,

and

Good 2 Go Stores, LLC
an Idaho limited liability company

as Tenant.

CONVENIENCE STORE LEASE

SUMMARY OF BASIC LEASE INFORMATION

The parties hereto agree to the following terms of this Summary of Basic Lease Information (the "Summary"). This Summary is hereby incorporated into and made a part of the attached Convenience Store Lease (this Summary and the Convenience Store Lease to be known collectively as the "Lease") which pertains to the convenience store located at **217-221 Yellowstone Ave., Cody, WY 87214**. Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

<u>TERMS OF LEASE</u>	<u>DESCRIPTION</u>
1. Date:	October 9, 2012
2. Landlord:	#2 Cody Wyoming Property, LLC an Idaho limited liability company
3. Address of Landlord:	P.O. Box 50620 Idaho Falls, ID 83405
4. Tenant:	Good 2 Go Stores, LLC, an Idaho limited liability company
5. Address of Tenant:	280 South Holmes Idaho Falls, ID 83401 Attention: [PLEASE PROVIDE] (Prior to Lease Commencement Date) And _____ Attention: [PLEASE PROVIDE] (After Lease Commencement Date)
6. Premises:	See Exhibit "A" attached hereto.
7. Term:	
7.1 Lease Term:	10 years, the equivalent of (120) months. If the Lease

Commencement Date occurs on a day other than the first day of the month, then the foregoing time period shall be measured from the first day of the following month.

7.2 Lease Commencement Date:

The earlier of (i) the date Tenant commences business in the Premises, or (ii) the date the Tenant Improvements are substantially completed, which Lease Commencement Date is anticipated to be **November 6, 2012**. Tenant Improvements, if any, are described on Exhibit "B" attached hereto.

8. Base Rent:

<u>Lease Month</u>	<u>Monthly Installment of Base Rent</u>
1 – 120	\$6,500.00

9. Additional Rent:

This is a true NNN lease. Tenant shall be responsible for Base Rent and Additional Rent which shall include all Operating Expenses, Insurance Expenses, Utility Expenses and Tax Expenses associated with the Premises and use thereof.

10. Prepaid Base Rent:

\$6,500.00 for the first (1st) full month of the Lease Term.

11. Security Deposit:

NA

CONVENIENCE STORE LEASE

This Convenience Store Lease, which includes the preceding Summary of Basic Lease Information (the "Summary") attached hereto and incorporated herein by this reference (the Convenience Store Lease and Summary to be known sometimes collectively hereafter as the "Lease"), dated as of the date set forth in Section 1 of the Summary, is made by and between #2 Cody Wyoming Property, LLC, an Idaho limited liability company ("Landlord"), and Good 2 Go Stores, LLC, an Idaho limited liability company ("Tenant").

1. REAL PROPERTY, BUILDING AND PREMISES

1.1 Real Property, Building and Premises. Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises, including all improvements located thereon, described on Exhibit "A" ("Premises"). Tenant is hereby granted the right to the nonexclusive use of the Premises. Landlord reserves the right to make alterations or additions to or to change the location of elements of the real property associated with the Premises.

1.2 Condition of the Premises. Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty (express or implied) regarding (i) the condition of the Premises (ii) the suitability or fitness of the Premises for the conduct of Tenant's business. Any existing leasehold improvements in the Premises as of the date of this Lease shall be at the expense of the Tenant.

2. LEASE TERM

The terms and provisions of this Lease shall be effective as of the date of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the "Lease Term") shall be for the period of time set forth in Section 7.1 of the Summary and shall commence on the date (the "Lease Commencement Date") set forth in Section 7.2 of the Summary and shall terminate upon the expiration of the Lease Term. For purposes of this Lease, the term "Lease Year" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that if the Lease Commencement Date is not the first day of the month, then the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the twelfth month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the last day of the Lease Term (for example, if the Lease Commencement Date is April 15, the first Lease Year will be April 15 through April 30 of the following year, and each succeeding Lease Year will be May 1 through April 30).

3. BASE RENT

Tenant shall pay, without notice or demand, to Landlord, monthly installments of base rent ("Base Rent") as set forth in Section 8 of the Summary, in advance on or before the first day of each and every month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease. If any rental or other payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental or other payment is for a period which is shorter than one month, then the rental or other payment for any such fractional month shall be a proportionate amount of a full calendar month's rental or other payment based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. Payment of Base Rent shall be made by ACH

initiated by Landlord or its designee. Tenant shall be notified not less than one (1) day prior of ACH occurring via a draft notice.

4. ADDITIONAL RENT

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay as additional rent all Operating Expenses, Insurance Expenses, Utility Expenses and Tax Expenses associated with the Premises and use thereof. Such additional rent, together with any and all other amounts payable by Tenant shall be the sole responsibility of the Tenant and shall be hereinafter collectively referred to as the "**Additional Rent.**" Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.1.1 Landscaping Expense. Landlord shall be responsible for the arrangement of all landscaping expenses for the Premises. Landlord's costs associated with the landscaping of the property shall be reimbursed by Tenant and shall be paid in the same manner as the Base Rent, described in Article 3.

4.1.2 Property Taxes. Landlord shall invoice Tenant the full amount of property taxes. Upon receipt of such invoice, Tenant shall be responsible to pay the amount invoiced in their next scheduled rent payment.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Insurance Expenses**" shall mean the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees or the lessor of any underlying or ground lease affecting the Premises, including any deductibles thereunder. Landlord shall be responsible for providing Property Insurance for the Premises. Landlord's costs associated with such Property Insurance Expense shall be reimbursed by Tenant to Landlord and shall be paid in the same manner as the Base Rent. Tenant shall be required to carry its own Business Insurance in such amounts as Landlord may reasonably determine. Tenant shall provide proof of Business Insurance to Landlord.

4.2.2 "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature which accrue during the term of this Lease because of or in connection with the ownership, management, maintenance, repair, restoration or operation of the Premises (other than Insurance Expenses, Tax Expenses and Utility Expenses), and the cost of any capital improvements or other costs (A) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Premises, (B) made to the Premises after the Lease Commencement Date that are required under any governmental law or regulation or (C) for the refurbishment or replacement of improvements or amenities to the Premises or to improve or enhance security at the Premises; provided, however, that if any such cost described in (A), (B) or (C) above is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine.

4.2.3 "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, household taxes or taxes based upon the receipt of rent, including gross receipts, transaction privilege or any sales taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery,

equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Premises), which accrues during the term of this Lease because of or in connection with the ownership, leasing and operation of the Premises or Landlord's interest therein.

4.2.4 "**Utility Expenses**" shall mean the cost of supplying all utilities to the Premises, including utilities for the heating, ventilation and air conditioning system for the Premises.

5. USE OF PREMISES

5.1 **Permitted Use.** Tenant shall use the Premises solely for general convenience store purposes, including the sale of alcoholic and malt beverages, consistent with the character of the Premises, and Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever.

5.2 **Prohibited Uses.** Tenant further covenants and agrees that it shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the "Permitted Use," listed in Section 5.1 of this Lease.

5.3 **Compliance With Laws.** Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all such governmental measures. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations.

5.4 **Tenant's Security Responsibilities.** Tenant shall (1) lock the doors to the Premises and take other reasonable steps to secure the Premises and the personal property of Tenant and any of Tenant's transferees, contractors or licensees in and around the Premises, from unlawful intrusion, theft, fire and other hazards; (2) keep and maintain in good working order all security and safety devices installed in the Premises by or for the benefit of Tenant (such as locks, smoke detectors and burglar alarms); and (3) reasonably cooperate with Landlord on Premises safety matters. Tenant acknowledges that (i) any security or safety measures employed by Landlord are for the protection of Landlord's own interests; (ii) Landlord is not a guarantor of the security or safety of the Tenant Parties or their property; (iii) such security and safety matters are the responsibility of Tenant and local law enforcement authorities; and (iv) in no event shall Landlord be liable for damages, losses, claims, injury to persons or property or causes of action arising out of any theft, burglary, trespass or other entry into the Premises.

6. REPAIRS & MAINTENANCE

6.1 Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord's costs or expenses, including Landlord's overhead, arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Tenant hereby waives and releases its right to make repairs at Landlord's expense and/or terminate this Lease or vacate the Premises under any state law, statute, or ordinance now or hereafter in effect.

6.2 Tenant shall keep the interior and exterior of the Premises, including parking areas, sidewalks and walkways, and surrounding property clean, well maintained and properly lighted and free of accumulations

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
DELMAR G NOSE				28	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
REBECCA G NOSE				28	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 28 day of April, 2014 Rebecca G Nose
Applicant

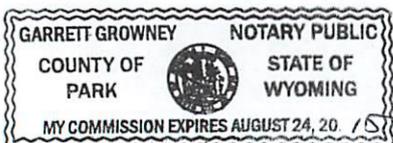
THE STATE OF WYOMING }
 COUNTY OF Park } SS. All Nose
Applicant

Subscribed and sworn to before me by Rebecca Nose this 29th day of April, 2014.

Witness my hand and official seal. [Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 8/29/15

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Rebekah Moore

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 28 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 364

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: MICHELE PREVOST

Trade Name (dba): JUNIPER WINE & SPIRITS

Premise Address: 1128 12TH ST
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 104 BEAR CREEK ROAD
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4472

Fax Number: (307) 222-6342

E-Mail Address: michelle@juniperevent.com

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>Mon</u> to <u>Sat</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon to Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10 am - 10 pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
40' X 24' ROOM ON EAST SIDE OF BUILDING see attached drawing
 - Do you have an additional dispensing room? dispensing room outdoor serving area YES NO
 - If yes, provide description and location:
 - Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)
O.T. LOT 18 BLOCK 29, ZONE D2
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)
 - Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 6 / 20 / 2024, located on page 1, paragraph 3 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 2, paragraph 5 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____ %)
Liquor Sales:	\$ _____ (_____ %)

 W.S.12-4-408(b)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
Michele Provost				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 4 day of 20, 2014. Michele Provost
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS. _____
Applicant

Subscribed and sworn to before me by Michele Provost this 20 day of April, 2014.

Witness my hand and official seal. _____
Notary Public or Person Authorized to Administer Oath

My Commission expires: October 12th 2014

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Michelle Prevost Juniper wine & spirits

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

COMMERCIAL LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered by and between HUDSON PARTNERS LLC (“Landlord”) and MICHELE PREVOST, doing business as JUNIPER WINE & SPIRITS LLC (“Tenant”) effective on or after May 1, 2014, at a date to be mutually agreed upon by both parties. Landlord and Tenant may collectively be referred to as the “Parties.” This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the basement, back patio area and ground floor of the premises located at 1128 12th St., Cody, WY 82414 (the “Premises”) to Tenant.

LEASE TERM: The Lease will start on on or after May 1, 2014, at a date to be mutually agreed upon by both parties or no later than June 20, 2014. The term of the lease shall be for 10 (ten) years, until June 20, 2024. To terminate tenancy the Landlord or Tenant must give the other party a written 30 day notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month’s full rent. If the Tenant does not provide the Landlord with a written 30 day notice, they shall forfeit their full deposit amount.

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$2,750.00 each month in advance on the 1st day of each month at 104 Bear Creek, Rd., Cody, WY 82414 or at any other address designated by Landlord. If the Lease Term does not start on the 1st day of the month or end on the last day of a month, the first and last month’s rent will be prorated accordingly.

LATE CHARGES: Rent is due on the 1st of each month. If any or all of the rent is not received by the 5th of the month, \$10 per day will be charged as late fees until full rental payment is received. If rent is not received by the 10th of the month, Tenant will be considered in breach of the Lease Agreement and eviction proceedings will be initiated.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$25 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$2,000.00 as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant’s family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant’s family, agents and visitors to the Premises. However, Landlord is not just limited to the

security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option: a) cure such default and the cost of such action may be added to Tenant's financial obligations under this Lease; or b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is ground for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the Premises and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to the Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall use the Premises as a commercial retail outlet, bar and food service establishment.

SALE OF ALCOHOL: Landlord agrees that Tenant shall be engaged in the retail sale of packaged alcoholic beverages, including, but not limited to wine, beer, distilled spirits and other beverages. Tenant may also engage in the sale of alcohol for on-site consumption through the operation of a bar and food service establishment.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be

unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES AND SERVICES: Electricity, telephone service, cable television and other utilities are not furnished as a part of this Lease unless otherwise indicated in this Lease Agreement. These expenses are the responsibility of and shall be obtained at the expense of the Tenant. Charge for heat, hot water, water, garbage pick-up, snow-removal and lawn maintenance furnished to the apartment are included as a part of this Lease and shall be borne by the Landlord. Tenant may not operate a clothes washing machine or dishwasher without prior consent by the Landlord. If consent is granted an additional charge of \$50 per month will be imposed for the increase in water usage. If Tenant operates a washing machine or dishwasher without consent of the Landlord, a retroactive fee of \$50 per month will be imposed for every month that the Tenant has had tenancy on the Premises beginning on the date of move in.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvement or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

RIGHT OF INSPECTION: Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

SEVERABILITY: If any part of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

ENTIRE AGREEMENT: This Lease constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address

for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

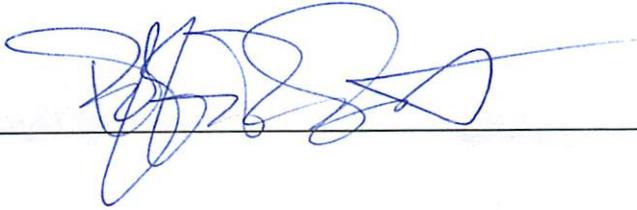
WAIVER: The failure of either Party to enforce any provisions of the Lease shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Landlord's act or negligence.

IN WITNESS THEREOF, the Parties have caused this Lease to be executed on the day and year first above written or as verified below.

LANDLORD:

print name: Ruffin Prewst/Hudson Partners LLC date: 5/13/14

signature: 

TENANT:

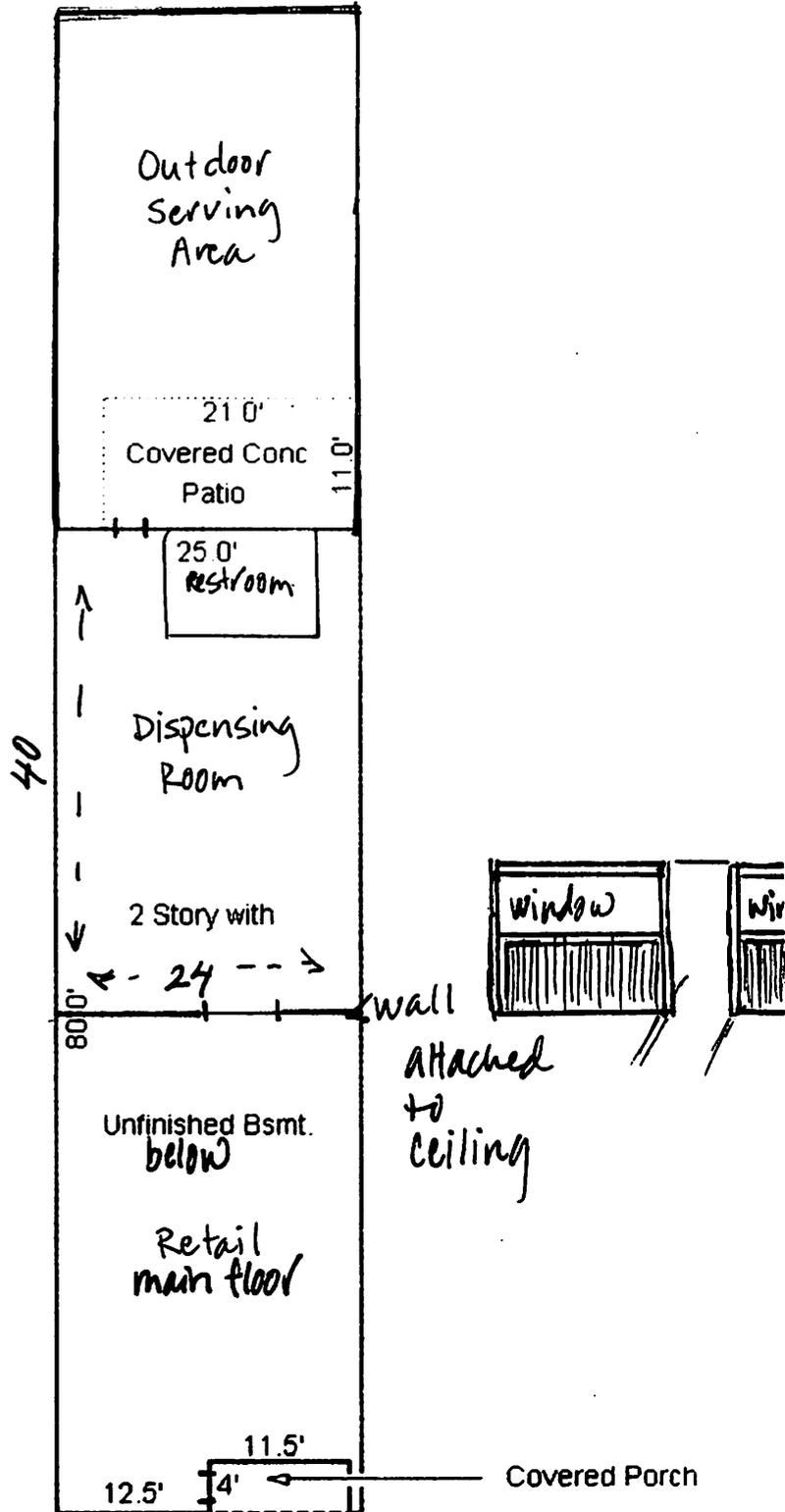
print name: Michele Prewst date: 5/13/14
doing business as Juniper Wine & Spirits LLC

signature: 
DBA Juniper Wine & Spirits LLC

Juniper Wine & Spirits

1128 12th Street
Cody

approved
for license
transfer



-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 30 14

	Annual Fee
Basic Fee	\$
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 0
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 347-17

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: ROADGRILL LLC

Trade Name (dba): GEYSER BREWING COMPANY *Geysers on The Terrace*

Premise Address: 525 W YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 208 N 44TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5868

Fax Number:

E-Mail Address: roadgrill@bresnan.net
theterrace@gwestoffice.net

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION
- LLC
- LLP

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from Jan to Dec

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

Mon-Sun

HOURS OF OPERATION (e.g. 10a - 2a)

Variable

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

94' X 48' ROOM ENTIRE BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

MFG: 19' X 30' ROOM IN EAST PORTION OF BLDG

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

LOT 9 & LOT 12, SEC 3, T52N, R102W, ZONED D3

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

a) DATE lease expires: ___/___/___, located on page ____, paragraph ____ of lease document.
b) Provision for SALE of alcohol or malt beverages located on page ____, paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
Gross Sales: \$ _____
Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
 YES NO

b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
b) Do you self distribute your products? YES NO
c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:**

State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Lynn M Lampe				12	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 30 day of April, 2014.

Lynn Lampe
Applicant

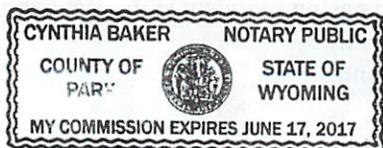
THE STATE OF WYOMING
COUNTY OF Park } SS.

Subscribed and sworn to before me by *Lynn Lampe* this 30 day of April, 2014

Witness my hand and official seal. *John Balg*

Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 18 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 409

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: SUPER BOWL LLC

Trade Name (dba): SUPER BOWL

Premise Address: 2635 BIG HORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 2635 BIG HORN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5310

Fax Number: (307) 587-9688

E-Mail Address: curly@vcn.com

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.

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
- RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from JANUARY to DECEMBER

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

MON - SUN

HOURS OF OPERATION (e.g. 10a - 2a)

8 AM - 2 AM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery also list manufacturing facility.**
 (W.S.12-4-102(a)(i):

20' X 60' ROOM ON EAST SIDE OF BUILDING

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

SOUTH 275' OF THE EAST 200' OF LOT 3, CLAYCOMB SUBDIVISION

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____ / _____ / _____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales:	\$ _____	(_____ %)
Food Sales:	\$ _____	(_____ %)
Liquor Sales:	\$ _____	(_____ %)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ronald K Morgan				9	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jennie K Morgan				9	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 18 day of April, 2014.

THE STATE OF WYOMING

COUNTY OF Park } SS.

RK Morgan
Applicant

Jennie K Morgan
Applicant

Subscribed and sworn to before me by RK Morgan this 18th day of April, 2014.
Jennie K Morgan

Witness my hand and official seal.

Barbara J. Curless
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11/05/2017



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term)?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
WILLIAM C. GARLOW				7	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
IVY M. GARLOW				1		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
KAREN E. SCHUNACHER				1		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
LINDSAY J. GARLOW				7		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 17th day of APRIL, 2014.

THE STATE OF WYOMING }
 COUNTY OF PARK } ss.

[Signature]
 Applicant
[Signature]
 Applicant

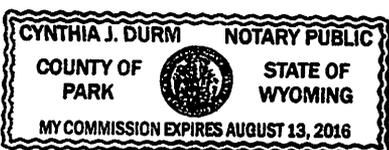
Subscribed and sworn to before me by WILLIAM C. GARLOW this 17th day of APRIL, 2014.

Witness my hand and official seal.

[Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: AUGUST 13, 2016



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: SUNSET PROPERTIES, INC
dba: EIGHTH STREET RESTAURANT

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 16 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$ 1000
Total Lic Fee Collected	\$ 2500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 313

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: QUIN BLAIR ENTERPRISES INC

Trade Name (dba): HOLIDAY INN/BOTTOMS UP LOUNGE

Premise Address: 1701 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 30
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3654

Fax Number: (307) 587-2795

E-Mail Address: cfo@blairhotels.com

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>JANUARY</u> to <u>DECEMBER</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>SUNDAY through SATURDAY</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10am - 2am</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
30' X 40' ROOM ON S SIDE OF BLDG
 - Do you have an additional dispensing room? YES NO
 - If yes, provide description and location:
20' X 50' ROOM IN SE CORNER OF BLDG
 - Provide the legal description and the zoning of the site where the applicant will sell under the license:
 W.S.12-4-102(a)(vii)
PART OF SE SEC 32, ORIGINAL TOWN SURVEY
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

 - Do you anticipate any changes in the next twelve (12) months?



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor Sales:	\$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of 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 Q. BLAIR				39	55%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JUDITH A. BLAIR				29	2%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
BLAIR DAUGHTER'S TRUST					17%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
BESERET TRUST CO.					12%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 15th day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF Park } SS.

[Signature]
Applicant

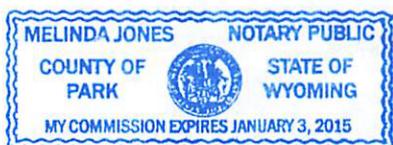
Subscribed and sworn to before me by Tim R O'leary this 15 day of April, 2014.
Frederick Q Blair

Witness my hand and official seal.

[Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: Jan 3, 2015



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Holiday Inn
1701 Sheridan Avenue
Cody, WY 82414
t: 307.587.5555
f: 307.527.7757
1.800.HOLIDAY
blairhotels.com



April 15, 2014

To Whom It May Concern:

Please be advised that I have listed all stockholders who own 10% or more of the shares of capital stock in Quin Blair Enterprises, Inc. These listed shareholders hold a combined sum of 86% of capital stock. The remaining 14% of shares of capital stock are held by numerous individuals or trusts none of which owns 10% or more of outstanding ownership.

As Chief Financial Officer, I have listed myself, Timothy R. O'Leary as an officer of the corporation. I am not a stockholder.

Should you want to discuss this matter in further detail, please call me at 307-587-3654 extension 699.

Thank you for your attention to this matter.



Tim R. O'Leary, CFO
Quin Blair Enterprises, Inc.
PO Box 30
Cody, WY 82414

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 15 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$ 1000
Total Lic Fee Collected	\$ 2500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 263

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ECHO ELELSEE LLC

Trade Name (dba): SILVER DOLLAR BAR

Premise Address: 1313 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1313 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7666

Fax Number:

E-Mail Address:

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon - Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>10am - 2am</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

25' X 125' ROOM W END DOLLAR SIDE

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

75' X 125' ROOM W END GARDENS SIDE

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)

NORTH 5' OF THE S100' OF LOTS 17 & 18 AND ALL OF LOTS 19-22, BLOCK 9, ORIGINAL TOWN OF CODY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months?

YES NO
 YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 7/31/15, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)
- b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

Gross Sales: \$ _____
 Food Sales: \$ _____ (_____%)
 Liquor Sales: \$ _____ (_____%)
 YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gail M Nace				10	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
John A Nace				10	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
		32940				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.
 Dated this 15 day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING
 COUNTY OF PARK } SS.

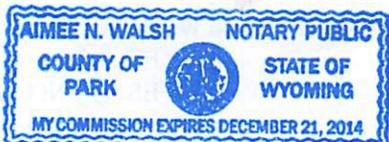
[Signature]
Applicant

Subscribed and sworn to before me by GAIL NACE this 15 day of April, 2014.

Witness my hand and official seal. [Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: Dec. 21, 2014



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Silver Dollar Bar

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 11 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 410

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: JAMES L BASSETT 2008 REV LIV TRUST

Trade Name (dba): 3-H LIQUORS

Premise Address: 1907 BIG HORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1907 BIG HORN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3661

Fax Number:

E-Mail Address:

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>JAN</u> to <u>DEC</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon Thru Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>6:00 AM 2:00 AM</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

27' X 27' ROOM IN MIDDLE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)

LOT 6, YTEX ADDITION, TRACTS 40 & 41, T53N, R101W, 6TH P.M., PARK COUNTY, WY, COMMERCIAL D3

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ___/___/___, located on page ___, paragraph ___ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page ___, paragraph ___ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
JAMES BASSETT				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

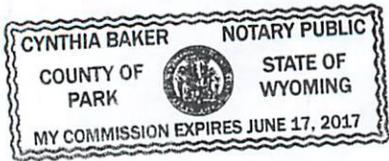
Dated this 11 day of April, 2014. James L. Bassett
Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } ss. James Bassett
Applicant

Subscribed and sworn to before me by James Bassett this 11 day of April, 2014.

Witness my hand and official seal. Cynthia Baker
Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 11 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 398

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: BREWGARDS LOUNGE LLC

Trade Name (dba): BREWGARDS LOUNGE

Premise Address: 2357 MOUNTAIN VIEW DRIVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 275
Number & Street or P.O. Box

CODY, WY 824140275
City State Zip

Business Telephone Number: (307) 587-4431

Fax Number: (307) 587-4922

E-Mail Address: cpb@bresnan.net

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>SUN THRU SAT</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10 AM TO CLOSE 2 AM</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

32' X 42' ROOM IN CENTER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)

LOT 12, HOGG SUBDIVISION, ZONED COMMERCIAL

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 3 / 31 / 17, located on page 1, paragraph 1 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 1, paragraph 2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
FRANK W KRAUT				7	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 10th day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING }
COUNTY OF PARK } ss.

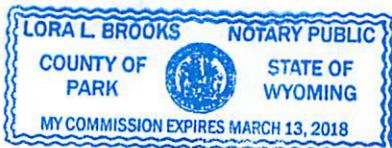
Applicant

Subscribed and sworn to before me by FRANK W KRAUT this 10th day of April, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/13/18



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

A140-10
R140-04

COMMERCIAL LEASE

This lease is made between CODY PAINT & BODY INC,
of 2422 MOUNTAIN VIEW DR., CODY, WY 82414,
herein called Lessor, and BREWERS LOUNGE, LLC,
of 2357 MOUNTAIN VIEW DR., CODY, WY 82414,
herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of CODY,
County of PARK, State of WYOMING, described as
2357 MOUNTAIN VIEW DR, upon the following TERMS and CONDITIONS:

- 1. Term and Rent.** Lessor demises the above premises for a term of THREE (3) years, commencing APRIL 1, 2014, (year), and terminating on MARCH 31, 2017, (year), OR sooner as provided herein at the annual rental of \$19,800.00 NINETEEN THOUSAND, EIGHT HUNDRED Dollars (\$ 19,800.00), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.
- 2. Use.** Lessee shall use and occupy the premises for BAR, GRILL & PACKAGE LIQUOR SALES. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- 3. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:
- 4. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
- 5. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- 6. Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- 7. Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
- 8. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- 9. Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.
- 10. Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
- 11. Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.



© E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.

0 53926 20009 2

Rev. 6/98

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$ _____) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____ % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

21. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

23. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

24. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 19th day of APRIL, 2013 (Year)

By: Frank W Kraut Lessor By: Frank W Kraut Lessee
COAY PAINT & BODY FRANK W KRAUT FOR
BREWGRADS LOUNGE

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: BREWGARDS LOUNGE LLC

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 29 14

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 401

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: ALEM LLC

Trade Name (dba): LIBATIONS

Premise Address: 1503 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 813 SHADOW STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-6849

Fax Number: (307) 527-5959

E-Mail Address: libations@vcn.com

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION
- LLC
- LLP

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

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

HOURS OF OPERATION (e.g. 10a - 2a)

Sun-Sat
8a-12a

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

83' X 114' ROOM ENTIRE BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

LOTS 12-14, BLOCK 4, TRUEBLOOD SUBDIVISION, D-2 OLD TOWN LOTS 17, 18, 19, 20 & 21 Block 7

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

YES NO

a) Do you anticipate any changes in the next twelve (12) months?

YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Michael Schnell				4	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Linda Schnell				4	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Juli Hinze				2	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 28 day of April, 2014.

Juli Hinze
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Applicant

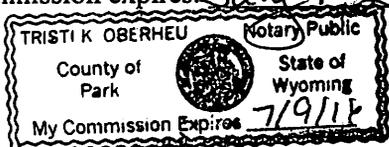
Subscribed and sworn to before me by Juli Hinze this 28 day of April, 2014.

Witness my hand and official seal.

Tristram Oberheu

Notary Public or Person Authorized to Administer Oath

My Commission expires: July 9, 2016



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Commercial Lease Agreement

This lease agreement dated, January 1, 2013, is between 4470, LLC, the Landlord, and ALEM, LLC, the Tenant. The Landlord agrees to lease to the Tenant the use of the entire property located at 1503 Sheridan Avenue, Cody, Wyoming 82414. (Legally established to be O.T. Lots 17,18,19,20, & 21, Block 7, zoned D-2e

USE OF PROPERTY:

The leased property will be used as follows: "Retail sales of beer, wine, and liquor for on and off property consumption." This allowance is made as long as the tenant maintains the legal licensing rights to conduct this type of business.

LEASE TERMS:

This lease will renew automatically on an annual basis beginning on January 1 of each consecutive year, unless terminated by either party with a 30 day written notice, delivered by certified mail to 813 Shadow St., Cody, Wy. 82414, or to 1225 Sage Ave. Cody, Wy. 82414. In the event that either entity was to sell any or all shares of their companies, the lease will automatically terminate and a new lease may be negotiated at that time.

RENT:

The Tenant agrees to pay monthly rent to the Landlord each month, payable on the tenth day of each month. The monthly rent amount will be a base of \$1000.00 plus 2% of monthly gross sales.

PROPERTY MAINTAINENCE:

All property maintenance will be the responsibility of the Tenant.

INSURANCE:

The Landlord is to maintain liability insurance on the physical property and the Tenant is to maintain a business liability policy of no less than \$1,000,000.

In Witness Whereof the Parties to this lease have duly fixed their signatures on this 1st, day of January, 2013.

Dixie Egan
Witness

4470, LLC (Landlord)

Per: Linda Snell

Dixie Egan
Witness

ALEM, LLC (Tenant)

Per: Juni Hinze

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: ALEM, LLC dba Libations

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 29 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 402

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: WILDER ENTERPRISES LLC

Trade Name (dba): EASTGATE LIQUOR *no 5 on liquor*

Premise Address: 1801 17TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1801 17TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3380

Fax Number: (307) 587-4759

E-Mail Address: egliquor@tctwest.net

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION
- LLC
- LLP

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

- FULL TIME (e.g. Jan through Dec)
 - SEASONAL/PART-TIME
- (specify months of operation)

from _____ to _____

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

Mon through Sun.

HOURS OF OPERATION (e.g. 10a - 2a)

8:00am - 10:00p.m.

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

25' X 50' ROOM IN FRONT HALF OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

LOTS 16 & 17, BLOCK 1, GLENDALE ADDITION

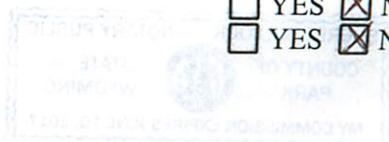
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

YES NO

a) Do you anticipate any changes in the next twelve (12) months?

YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: / / , located on page , paragraph of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page , paragraph of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$
Food Sales: \$ (%)
Liquor Sales: \$ (%)
 YES NO

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Marjorie F. Wilder				1	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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)

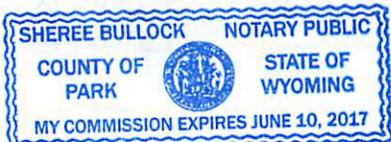
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.
Dated this 23 day of April, 2014. Marjorie F. Wilder
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Subscribed and sworn to before me by Marjorie F. Wilder this 23 day of April, 2014.

Witness my hand and official seal. Sherree Bullock
Notary Public or Person Authorized to Administer Oath

My Commission expires: June 10, 2017



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4, 29, 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$ 1000
Total Lic Fee Collected	\$ 2500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 400

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: CASSIE'S SPIRITS INC

Trade Name (dba): CASSIE'S SUPPER CLUB

Premise Address: 214 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 214 YELLOWSTONE AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-5500

Fax Number:

E-Mail Address:

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>11:00 Am - 2:00 Am</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
60' X 120' ROOM ON E SIDE OF BLDG
 - Do you have an additional dispensing room? YES NO
 - If yes, provide description and location:
35' X 35' ROOM IN NW CORNER OF BLDG
 - Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)
PARTS OF LOTS 69 & 70, T52N, COMMERCIAL
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)
 - Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
 YES NO

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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?
Steven R. Singer		[REDACTED]		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 29 day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by Steve Singer this 29th day of April, 2014.

[Signature]
Notary Public or Person Authorized to Administer Oath

Witness my hand and official seal.

My Commission expires: 3-1-17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Stewan R. Singer

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 5 16 14

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 0 423

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: ANTONIO JURADO *# Norma*

Trade Name (dba): NORMA'S MEXI CAN

Premise Address: 2101 ROGER SEDAM DRIVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 539 TOWER BLVD
Number & Street or P.O. Box

POWELL, WY 82435
City State Zip

Business Telephone Number: (307) 587-5108

Fax Number:

E-Mail Address: snowboarder87@yahoo.com

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
- PARTNERSHIP LLP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION
- LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from Jan to Dec

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

Monday to Sunday

HOURS OF OPERATION (e.g. 10a - 2a)

7 AM to 8 PM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

New Business as of 4/1/14

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

9' X 9' ROOM LOCATED OFF MAIN DINING AREA

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

YELLOWSTONE REGIONAL AIRPORT TERMINAL BUILDING

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 3/31/2017 located on page 1, paragraph 7 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 4, paragraph 1 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b) New Business as of 4/1/14 Gross Sales: \$ 1655
Food Sales: \$ _____ (%)
Liquor Sales: \$ _____ (%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<u>Antonio Jurado</u>				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<u>Norma Jurado</u>				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 02 day of May, 2014.

Antonio Jurado
Applicant

THE STATE OF WYOMING }
COUNTY OF Perk } ss.

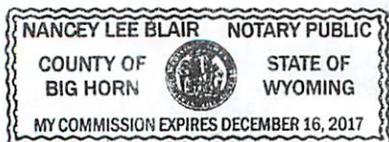
Norma Jurado
Applicant

Subscribed and sworn to before me by Antonio & Norma Jurado this 02 day of MAY, 2014.

Witness my hand and official seal.

Nancy Lee Blair
Notary Public or Person Authorized to Administer Oath

My Commission expires: 12/16/2017



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

RESTAURANT LEASE

This restaurant lease ("Lease") made and entered into as of March 13, 2014, by and between the Yellowstone Regional Airport Joint Powers Board ("Lessor") and Norma and Antonio Juardo ("Lessee").

Lessor is authorized to demise and lease to Lessee the restaurant area in the terminal building at Yellowstone Regional Airport, 2101 Roger Sedam Drive, Cody, Wyoming 82414 ("Leased Premises"), as depicted on the attached diagram marked Exhibit A, which is incorporated herein, and which equipment may be replaced from time to time during the term of this Lease. It is anticipated by the parties that the Leased Premises may also include a limited service post-security kiosk for the customer service benefit of airport passengers.

Lessee is a qualified operator of airport concessions and desires to lease from Lessor the Leased Premises.

In consideration of the rents, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Term and Termination.

The term of the lease shall commence on April 1, 2014.

The Effective Date may commence on another date, and other conditions, if so agreed between the parties ("Alternative Effective Date").

The term of the Lease shall expire on March 31, 2017 (unless otherwise terminated or cancelled as herein provided.)

This Lease may be terminated by Lessee, without cause, upon the provision to Lessor of at least ninety (90) days written notice of such termination. In the event of such termination by Lessee, Lessee shall continue to operate the restaurant pursuant to this Lease until the ninety (90) days has expired.

2. Rent.

Lessee agrees to pay Lessor for the use of the Leased Premises:

Effective May 1, 2014 through March 2017 a monthly rent amount of \$250 and 3% of

monthly sales over \$15,000. This amount includes utilities charges. Telephone and internet service is the responsibility of Lessee.

Lessee agrees to pay Lessor rent due for the month of sales no later than the fifteenth (15th) of the following month. Any monthly rental payment not made by the fifteenth day of the month of payment shall be subject to a late payment penalty of five percent (5.0%) APR. Lessee shall use the form attached as Exhibit D, herein incorporated by reference, when submitting the monthly rent due to Lessor.

Lessee further covenants and agrees to make available, on at least ten (10) business days written notice by Lessor, its books of accounts regarding sales at the Leased Premises relevant to a determination of Lessee's monthly gross revenues.

3. Maintenance and Repairs.

Lessee will notify Lessor within thirty (30) days of Effective Date (or Alternative Effective Date as the case may be) of its acceptance of the equipment listed in Exhibit B after review and inspection, and upon that acceptance agrees to perform preventative maintenance in accordance with the attached schedule Exhibit C, herein incorporated by reference, and will keep the equipment in good order. Any equipment repair or replacement, after Lessee acceptance, that is necessary due to non-performance or preventative maintenance as outlined in the attached schedule will be the sole responsibility of Lessee. Replacement of any equipment due to the expiration of that equipment's useful life shall be the obligation of Lessor. Lessor will use its good faith efforts to obtain warranties and guarantees of the equipment. Lessee will use its good faith efforts to not violate those warranties and guarantees.

Upon termination of this Lease, Lessee shall return equipment and Leased Premises to Lessor in as good condition as when received, reasonable wear and tear excepted.

Lessor agrees to provide maintenance and upkeep on the exterior portion of the terminal building and fixtures and finishes within the Leased Premises. Lessee shall replace all broken glass and repair all personal property damages which result from the negligence of the Lessee, Lessee's agents, employees, or business invitees. Repairs of damage to the Leased Premises caused by Lessee's improper use of Lessor's equipment and/or fixtures, set forth in Exhibit B, or shall become inoperable and economically not repairable, through no fault on the part of Lessee, then Lessor shall immediately, upon written request, replace such equipment and/or fixture.

Lessee is solely responsible for the performance of all routine cleaning and janitorial services required on the Leased Premises, including but not limited to kitchen and kitchen equipment, interior windows, floors and carpets, window blinds and curtains. Any extraordinary cleaning or repairs due to conditions outside the Leased Premises impacting the Leased Premises shall be the responsibility of Lessor.

4. **Business Hours.**

Lessee agrees to have the restaurant open for business at least one (1) hour prior to the first scheduled flight departure and thirty (30) minutes prior to the last scheduled departure, unless other hours are mutually agreed upon by both parties.

Closing for holidays or special situations, or adjustment of hours of operation shall be subject to mutual agreement between Lessee and Lessor, with strong consideration that, due to the fluctuations in demand, Lessor and Lessee will use their best efforts to coordinate the balance between customer service needs and operational costs regarding business hours of operation.

5. **Use of the Leased Premises.**

Lessee covenants and agrees to use the Leased Premises as a restaurant and to make no unlawful use thereof and to keep the same in a clean and orderly condition at all times. It is agreed that the restaurant will provide on-premises food, drink and retail, and that off-site catering and post-security kiosk may be supported from the Leased Premises.

Except for materials related to the business of Lessee, Lessee agrees not to post any flyers, posters, handbills, or advertisement on the windows of the Leased Premises without the prior written consent of Lessor.

Lessee will be permitted to provide reasonable entrance signage, such signage shall be subject to Lessor's design standards. Lessor shall provide directional and exterior/interior signage at the airport that will notify the public of the restaurant location.

Lessee shall comply with all applicable laws, rules and regulations of any governmental agency, including Lessor, having jurisdiction at the airport or on airport premises. Such airport rules and regulations shall not be unjustly discriminatory.

6. Liquor.

The sale of liquor on the Leased Premises is permitted at Lessee's option. Should Lessee elect to sell liquor within the Leased Premises, Lessee shall be solely responsible for obtaining any required liquor license or permits. Lessee is responsible for providing any necessary signage required by any agency as a condition of the sale of liquor on the Leased Premises. Any sale of liquor shall be in a manner and of a type that does not prevent minors from entering the Leased Premises.

Should Lessee elect to sell liquor, Lessee shall obtain a liquor liability insurance policy in an amount of at least \$1 million for each occurrence. Lessee shall furnish Lessor with a certificate of insurance which provides that Lessor is an additional insured under the insurance policy and that the policy cannot be cancelled or materially modified without written notice to Lessor.

7. Independent Contractor.

Lessee is an independent contractor and is responsible for his employees' and agents' benefits and taxes, and Lessee shall not be considered an employee or agent of Lessor. Lessor shall not be responsible for payment of Lessee's employees' benefits or taxes.

8. Indemnification and Limits of Liability.

Lessee agrees to indemnify and hold Lessor harmless from all liability or losses for injuries to persons or damages to property arising out of or resulting from Lessee's use or occupancy of the Leased Premises (including equipment), provided however, that Lessee shall not be required to indemnify and hold Lessor harmless from any liability or losses or damages due to the willful misconduct or negligence of Lessor.

Lessee shall be required to carry liability insurance coverage and Lessee's liability shall be limited to the policy limits of each of those respective policies. In no event shall Lessee be subject to incidental, consequential, or other economic damages, even if advised of such damages.

9. Insurance.

Lessee shall carry public liability insurance with responsible insurance underwriters qualified to transact business in the State of Wyoming, insuring Lessor and Lessee as

their interest may appear against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Lessee's use and occupancy of the Leased Premises or otherwise caused by Lessee's activities and operations on and from the airport, with liability limits of not less than \$1 million for each occurrence, and \$2 million in the aggregate.

Lessee shall furnish Lessor with a certificate of insurance which shall provide that Lessor is an additional insured under said insurance policy and that the policy cannot be cancelled or materially modified without written notice to Lessor.

10. Subordination.

This lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States of America, the State of Wyoming, or any agency instrumentally thereof relative to the operation or maintenance of such premises. In the event of Lessee's disruption, due to such federal or state action, Lessor and Lessee shall agree to such reasonable compensation due Lessee.

11. Quiet Enjoyment.

Lessor covenants for itself, its successors and assigns that Lessee, upon payment of rental and performance of Lessee's other covenants herein, may peacefully and quietly have, hold, and enjoy the Leased Premises during the term thereto.

12. Default.

If either party fails to keep and perform or violates any of the covenants, conditions and stipulations of this lease and fails to correct or cure such defaults within forty-five (45) days after written notice thereof by the non-defaulting party, then and in such an event, the non-defaulting party at its election, may terminate this lease. The right of termination shall not be exclusive and each party shall have such other rights and remedies as may be provided herein or as may be provided by law, for the enforcement of each party's rights.

13. Waiver.

The waiver by either party of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

14. Non-discrimination.

Lessee assures that no persons shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from receiving the services or benefits of any program or activity covered by this subject. This lease is also subject to the requirements of the U.S. Department of Transportation's regulations, 40 CFR Part 23, and Subpart F. The Lessor agrees that it will not discriminate against any Lessee because of the owner's race, color, national origin, or sex in connection with the award or performance of any Lease covered by 49 CFR Part 23, Subpart F.

15. Assignment.

Lessee shall not assign this lease nor sublet all or any part of the Leased Premises without prior written consent of the Lessor, except in the case of an assignment to an affiliate, parent, or subsidiary organization of Lessee.

16. Additional Conditions.

- a. Lessee shall allow Lessor to enter the premises at any reasonable time during and after business hours for the purpose of inspecting, repairing, maintaining, making alterations and additions to any portion of the Leased Premises and for security or emergency purposes.
- b. Lessor shall have the responsibility for maintenance of the structure and fixtures contained in the Leased Premises, including the replacement of light bulbs and ceiling tiles.
- c. Lessor shall pay for all utilities charges for the Lease Premises, including gas, water, and electricity.

confiscation of the Leased Premises for a major accident or incident at the airport, Lessor shall compensate Lessee at the rate of \$350 per day for each day or any portion of a day which the Lease Premises are closed for the foregoing reasons. Lessor will not compensate Lessee for any equipment failure.

- f. Lessor and Lessee agree that the entrance to the restaurant is narrow and not optimal for attracting patrons. Lessor agrees to address such access and address the entrance to the satisfaction of Lessor and Lessee.
- g. Lessor agrees that promotion of the restaurant is in the best interest of Lessor and Lessee and therefore will provide and support promotion of the restaurant in the community.

IN WITNESS WHEREOF the parties have executed this lease as of the date first written above.

LESSOR:

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD

Robert Hooper 3-14-14
Robert Hooper, Airport Manager

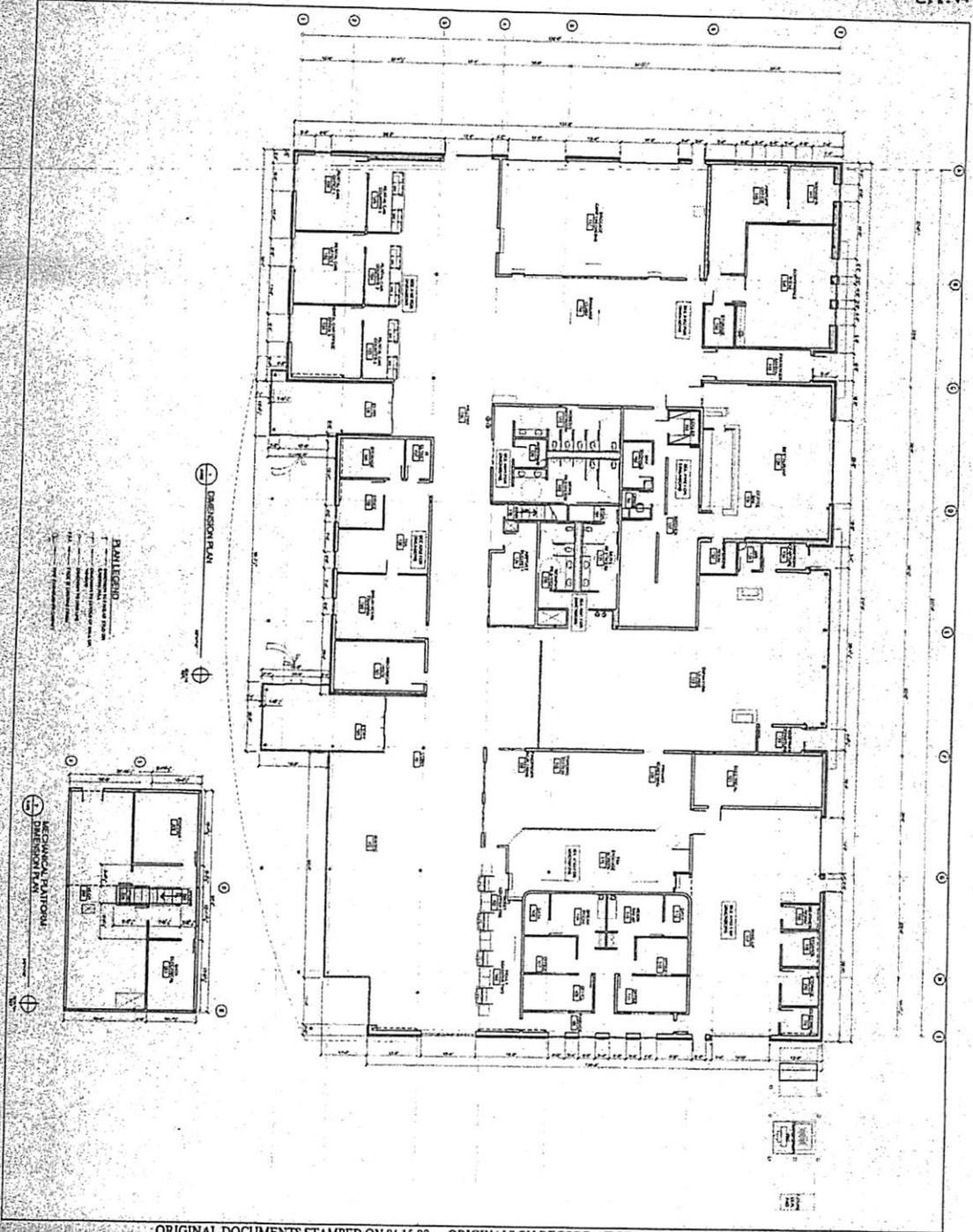
LESSEE:

ANTONIO and NORMA JUARDO

Norma Juardo
Antonio Juardo

Exhibit "A"

Ext. A



REVISIONS
1. Revise to show...
2. Revise to show...
3. Revise to show...

MECHANICAL ROOM
DIMENSION PLAN

ORIGINAL DOCUMENTS STAMPED ON 04-15-09 - ORIGINALS ON RECORD AT CTA ARCHITECTS ENGINEERS

001A



CONSTRUCTION DOCUMENTS

YELLOWSTONE REGIONAL AIRPORT
NEW TERMINAL
CODY, WYOMING

NO.	REVISION

- 1 - MANITOWOC #B570 ICE MACHINE
- 6 - CAN RACKS CR24E
- 8 - LOCKERS
- 1 - PORTABLE DISH RACK "METRO MAX"
- 1 - HOBART DISHWASHER "AM SELECT" DOOR TYPE
- 1-2 BASKET DEEP FRYER "FRYMASTER"
- 1 - WOLF 6 BURNER COOK TOP
- 1 - CHAR GRILL "STAR MAX"
- 1 - FLAT GRIDDL COOK TOP "STARMAX"
- 1 - BLODGETT "MARK V" OVEN
- 1 - TWO DRAWER WARMER "APW WYOTT"
- 1 - HOBART MIXER W/ATTACHMENTS
- 1 - HOBART MEAT SLICER
- 1 - 15 CUBIC FT FREEZER
- 2 - 2'x2' FLOUR BINS WITH ROLLERS
- 1 - TRUE DOUBLE DOOR FREEZER
- 2 - TRUE DOUBLE DOOR REFRIDGERATOR
- 1 - 2'x12' FOODWARMER "HATCO GLO RAY"
- 1 - 2'6"x4' SANDWICH/SALAD PREP UNIT
- 1 - 30"x30" WORTOP FREEZER
- 1 - SS HAND WASHING SINK
- 1 - 21"x36" SS SINK
- 2 - 3'x6' SS PREP TABLE W/CAN OPENER
- 1 - 2'x2' 3 SHELF WIRE RACK
- 1 - PLASTIC TRASH CAN
- 1 - 30"x5' BUTCHER BLOCK TABLE
- 1 - 30"x3' BUTCHER BLOCK TABLE
- 1 - 2'x10' BUTCHER BLOCK TABLE
- 3 - 30"x30" SS TABLES
- 1 - 30"x3' SS TABLE
- 7 - 3' SS SHELVES
- 4 - 5' SS SHELVES
- 1 - 7' POTS AND PAN RACK W/HOOKS
- 1 - 2'x2' EYE WASH SINK STATION

Exhibit "B"

Exhibit "B" (continued)

- 1 – 8' SS TRIPLE SINK**
- 1 – 6' DISPOSAL SINK W/GARBAGE DISPOSAL**
- 1 – 6' DISHWASHER TABLE**
- 3 – PANTRY WIRE RACK SYSTEMS**
- 1 – PLASTIC TABLE BUSSING CART**
- 1 – BACK BAR SINK UNIT**
- 1 – TRUE BACK BAR DOUBLE DOOR REFRIDGERATOR**
- 1 – TRUE GLASS DOOR BEVERAGE REFRIDGERATOR**
- 1 – TRUE CLUB TOP "DRAW BEER DISPENSER"**
- 1 – 6' SS COCKTAIL WORK STATION**
- 8 – BAR STOOLS**
- 9 – 4 TOP TABLES**
- 3 – 2 TOP TABLES**
- 43 - TABLE CHAIRS**
- 1 – KOLPAK WALK-IN COOLER W/WIRE SHELVING**

Exhibit "C"

Restaurant Equipment Preventive Maintenance Schedule

ITEM	TASK	FREQUENCY
True Freezers	Clean condenser coils and vented covers	Monthly
True Refrigerator	Clean condenser coils and all vented covers	Monthly
Walk-In Cooler	Clean interior	Monthly
Fryer	Change grease	Weekly
Cooking Area	General cleaning	Monthly

Exhibit "D"

Airport Restaurant Monthly Rental Payment Submittal

Month/Year _____

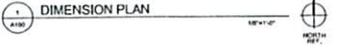
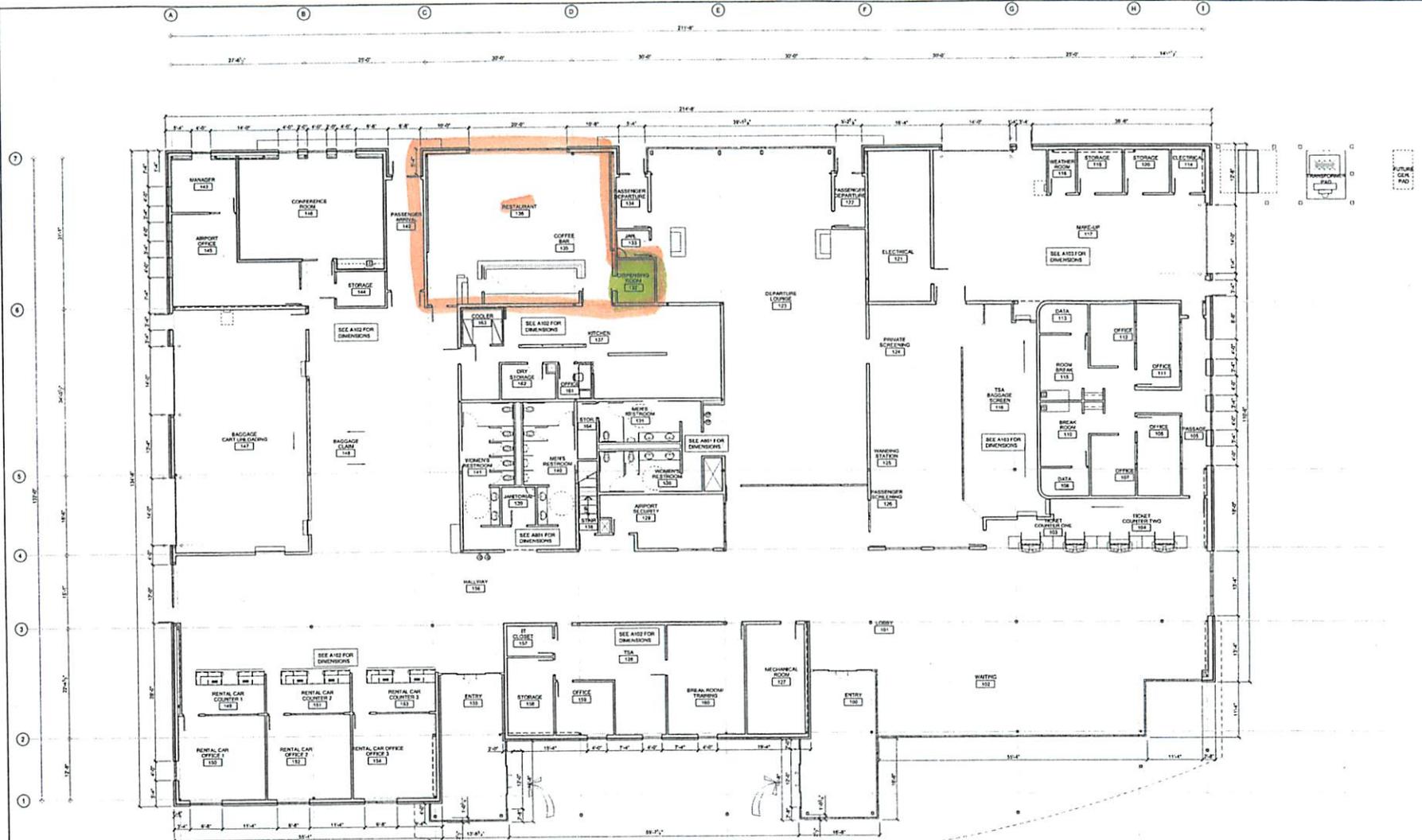
Total Gross Sales \$

Percent of Sales per Agreement \$

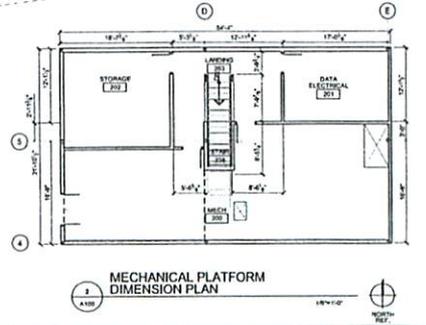
Minimum Monthly Rental \$

Rental Amount Due \$
(Greater of Monthly Rental or Percentage of Sales)

Ewh.A



- PLAN LEGEND**
- DIMENSION TO FACE OF STUD OR EXISTING WALL
 - DIMENSION TO CENTER OF WALL OR WINDOW
 - DIMENSION TO GRID LINE
 - F.F.F. — FACE OF EXISTING FINISH
 - FIRE EXTINGUISHER CABINET



9x9 dispensing Room

REVISIONS:

ORIGINAL DOCUMENTS STAMPED ON 04-15-09 - ORIGINALS ON RECORD AT CTA ARCHITECTS ENGINEERS
 YELLOWSTONE REGIONAL AIRPORT
 NEW TERMINAL
 JUDY, WYOMING

CONSTRUCTION
 DOCUMENTS

COPYRIGHT 2008
 CTA
 ARCHITECTS
 ENGINEERS
 ALL RIGHTS RESERVED
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 CTA #: _____
 CAD FILE: .DWG
 SP: _____



DIMENSION
 PLAN

SHEET
 A100

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 044565

FOOD LICENSE



Account # 13404/13404-1

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.

NORMA'S MEXICAN
2101 ROGER SEDAM DR
CODY, WY 82414

Expiration Date: 4/7/2015

A handwritten signature in cursive script, reading "Jason Fearnley".

Director of Agriculture

Equal Opportunity in Employment and Services

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 21 / 2014

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 422

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ILDEFONSO HERNANDEZ GONZALEZ

Trade Name (dba): TACOS EL TACONAZO

Premise Address: 702 YELLOWSTONE AVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2525
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4045

Fax Number:

E-Mail Address:

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.

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

- FULL TIME (e.g. Jan through Dec)
 SEASONAL/PART-TIME

(specify months of operation)

from Jan to Dec

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

HOURS OF OPERATION (e.g. 10a - 2a)

winter hours - 11-3-5-8:30
Summer: Jun-sept 11-8:30

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

- a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

11' X 8' ROOM ON WEST SIDE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

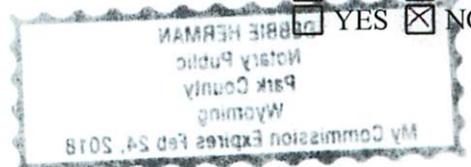
LOT 68 R.S. BEG. 352. 47'N. OF THE SW COR OF NW/4NE/4, N.76 T52, R102

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months?

- YES NO
 YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 1 / 31 / 2017 located on page 1, paragraph 1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 4 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 18,839.50
Food Sales: \$ 14,659.07 (75%)
Liquor Sales: \$ 4,180.43 (25%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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?
Ildefonso Hernandez				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 16th day of April, 2014.

Ildefonso Hernandez
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by Ildefonso Hernandez this 16th day of April, 2014.

Witness my hand and official seal.

Debbie Herman
Notary Public or Person Authorized to Administer Oath

My Commission expires: 2-24-2018



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

FOOD LICENSE



Account # 13355/13355-1

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.

TACOS EL TACONAZO
702 E YELLOWSTONE AVE
CODY, WY 82414

Expiration Date: 3/26/2015

A handwritten signature in cursive script, reading "Jason Fearnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

LEASE

THIS LEASE, made and entered into between the **W. D. Wenke Living Trust dated January 22, 2002** and the **Susan K. Wenke Living Trust dated January 22, 2002 (LESSORS)**, and **Ildefonso Hernandez Gonzalez dba Tacos El Taconazo (LESSEE)**,

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the rents, covenants and conditions hereinafter set forth, the LESSORS do hereby lease unto the LESSEE and the LESSEE does hereby lease from LESSORS the following described premises situated in Park County, Wyoming:

That building designated as 702 Yellowstone Avenue (the "Property"), to be used by Ildefonso Hernandez Gonzalez dba Tacos El Taconazo, as a restaurant and related parking.

RESERVING, however, unto said LESSORS, its other tenants, assigns and representatives, the unimpeded right of ingress and egress to reach the other buildings and improvements situated on the Property designated as 702 Yellowstone Avenue, but not including that building used exclusively by Tacos El Taconazo.

1. **TERM:** This Lease shall be for a period of three years commencing February 1, 2014 and terminating January 31, 2017. LESSEE may automatically extend this Lease for two years by LESSEE notifying LESSORS in writing at least 120 days in advance of the commencement of the new lease period that LESSEE intends to extend for another two years.
2. **RENT:** As rent for the leased premises, LESSEE covenant and agree to pay to LESSORS in advance, at P.O. Box 1555, Cody, Wyoming, 82414, on or before the 1st day of each and every month a monthly rental of **\$2300.00**. The first rent payment shall be due February 1, 2014, and commencing monthly thereafter, due the 1st day of each month. Rent shall be deemed delinquent if not paid by the 10th of each month and all delinquent rent shall be subject to a late charge of 5% of the monthly rent.
3. **UTILITIES:** LESSEE shall pay for all utilities used or consumed on the leased premises and shall be responsible for any utility deposits that may be required.
4. **USE:** LESSEE covenants and agrees to use the lease premises as a restaurant and for no other purpose, without first obtaining the prior written consent of LESSORS. LESSEE shall not carry on or permit upon the leased premises any offensive, noisy or dangerous trade, business, manufacture or occupation or any nuisance, nor use the leased premises for any illegal or immoral purposes. LESSEE shall operate its business on the leased premises in a courteous, efficient and workmanlike manner and will maintain same in a safe, clean and sanitary condition. LESSORS understand and accepts that alcohol will be served in LESSEE'S restaurant.

LEASE

5. **MAINTENANCE:** LESSORS shall generally be responsible for exterior maintenance, i.e., roof, heating, air conditioning, provision of water supply, drainage under the building, window and door repairs, etc. LESSEE shall be responsible for normal maintenance of the interior, including lighting and fixtures, window cleaning, and interior plumbing. LESSEE shall be responsible for maintaining grounds in an attractive manner. LESSEE agrees to share the cost of snow removal at 1/3 the rate charged by a third-party snow removal service that clears the entire Property of snow.
6. **IMPROVEMENTS:** LESSEE shall not commit or allow waste to be committed upon said Property and will not erect any buildings or structures upon it. LESSORS will approve any attached fixtures and signs before installation and all improvements of a fixed nature shall become the property of the LESSORS at the time the lease expires or it is terminated.
7. **TAXES AND INSURANCE:** LESSEE shall be responsible for any assessments levied against any property they may bring on or situate upon the lease premises. LESSORS shall maintain such fire and casualty insurance on the leased premises as it may desire; however, LESSEE shall be responsible for maintaining \$1,000,000.00 liability and content insurance on its own fixtures, furnishings, and inventory situated on the lease premises. The coverage under such insurance policy shall be not less than \$500,000.00 for any one person and \$1,000,000 aggregate. In any such policy, the LESSEE shall name the LESSORS as additional insured's and provide a copy of said endorsement to the LESSORS within 10 days of taking possession of said Property.
8. **LIABILITY AND INDEMNIFICATION:** LESSORS, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including the LESSEE) on or off the leased premises, arising out of or resulting from the LESSEE's use, possession or operation thereof, and the LESSEE hereby agrees to indemnify and holds the LESSORS, its agents and employees harmless from and against all claims for such loss, damage or injury or other casualty.
9. **LOSS OF USE:** The LESSORS shall not be liable for any loss of use LESSEE may incur as a result of property damage, lack of utility supply or governmental action. Should the lease premises no longer be usable for its intended purpose, the obligations under this lease for either the LESSEE or the LESSORS shall cease upon any such occurrence where premises is not usable for its intended purpose.
10. **CONDITION OF PREMISES:** LESSEE acknowledges that the leased premises are in good order and repair, unless otherwise indicated herein. Upon the termination of this Lease, LESSEE shall surrender the same in as good a condition as when received, normal wear and tear expected. LESSOR, its agents and representatives, may at all reasonable times enter the leased premises during

LEASE

normal business hours to inspect same and to exhibit or show the same to prospective purchasers, LESSEE and others.

11. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign this Lease or any interest therein or sublet the leased premises or any part thereof or license the use of all or any portion of the leased premises or businesses conducted thereon or therein or encumber or hypothecate this Lease without first obtaining the written consent of LESSORS. If LESSORS sell the Property described herein, and LESSEE declines to exercise their right of first refusal described in paragraph 13 below, then buyer of this Property will be fully obligated to abide by the terms of this Lease.
12. **HAZARDOUS AND TOXIC MATERIALS AND WASTE:** LESSEE shall not use, store, or generate any hazardous material or waste on the leased premises including, but not limited to, explosives, hydrocarbons, flammable or combustible materials or any other oil based type of contaminates. LESSEE shall further indemnify and hold harmless the LESSORS against any penalties, damages, or charges imposed for any violation of the law, statute, or ordinance, occasioned by the negligence of the LESSEE and LESSEE shall pay for all removal and clean-up expenses in any way pertaining to any such hazardous material or waste. LESSEE shall further indemnify and hold harmless LESSORS against any penalties, damages, or charges imposed for any violation of law, statute, or ordinance caused by LESSEE and LESSEE shall pay for all removal and cleanup expense pertaining to any such hazardous material or waste.
13. **RIGHT OF FIRST REFUSAL:** Should LESSORS decide to sell the following described real property, or any part thereof, during the term of this LEASE, LESSORS agree to offer LESSEE, in writing, the exclusive option to purchase the following property, or any part thereof, at fair market value before offering said Property to any other person:

1.19 AC. DES. AS: A PARC. IN SEC.1 O.S. LOT 68 R.S. BEG. 352 .47'N. OF THE SW COR OF NW/4NE/4, N.76*04'E. 232.56', N.1 6*20'E. 225.77', S.76*04'W. 297.5', S. 201.03' TO POB T52 R102

LESSEE shall have 60 days from receipt of the offer from LESSORS to exercise this Right of First Refusal.
14. **DEFAULT:** If either party shall fail to keep and perform, or shall violate any of the covenants, conditions and stipulations of this Lease, then after notice of said violation as provided herein, then each party may avail themselves to all remedies in law or equity pursuant to the laws of the State of Wyoming. The LESSORS are required to give the Lessee 24 hours notice of his/her intention to inspect the premises outside of the normal business hours of LESSEE. Further, LESSORS must give LESSEE 30 days notice to vacate the premises in the event of default. In the event that either party goes into default whereby it is necessary for either

LEASE

party to enforce any portion of this lease, then the non-prevailing party shall pay all costs associated with the enforcement of this lease up to and including, but not limited to reasonable attorney fees and costs.

- 15. NOTICE: Any notice provided herein shall be considered as properly given as of the date of mailing if sent by certified mail, return receipt requested, postage prepaid, addressed to LESSEE as follows:

Tacos El Taconazo
c/o Ildefonso Hernandez Gonzalez
PO Box 2525
Cody, Wyoming 82414

And addressed to LESSORS as follows:

William D. and Susan K. Wenke
P. O. Box 1555
Cody, Wyoming 82414

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written,

LESSORS: W. D. Wenke Living Trust dated January 22, 2002 and the Susan K. Wenke Living Trust dated January 22, 2002

William D. Wenke 12-17-13
By: William D. Wenke, Date
Trustee of the W.D. Wenke Living Trust dated January 22, 2002

Susan K. Wenke 12/17/13
By: Susan K. Wenke, Date
Trustee of the Susan K. Wenke Living Trust dated January 22, 2002

LESSEE: Ildefonso Hernandez Gonzalez dba Tacos El Taconazo

Ildefonso Hernandez Gonzalez 12/17/13
By: Ildefonso Hernandez Gonzalez Date

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 4/30/2014, located on page 1, paragraph 1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 3 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 592,439.56
 Food Sales: \$ 499,415.56 (84.3%)
 Liquor Sales: \$ 93,024.00 (15.70%)
 YES NO

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Connie Mowatt				21	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Miles Hollowell				20		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 18th day of April, 2014.

Connie Mowatt
Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

Miles R. Hollowell
Applicant

Subscribed and sworn to before me by Connie Mowatt & Miles Hollowell this 18th day of April, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: October 12th 2014



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

**Lease Agreement
1362 Sheridan Ave
Cody, WY**

THIS LEASE AGREEMENT, Made between ROBERT S. NEWSOME and SANDRA M. NEWSOME (herein collectively called "LESSOR") and Zapata's Inc. and Connie Mowatt (herein called "LESSEE").

WITNESSETH: That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by LESSEE, does hereby lease unto LESSEE the following described property:

1362 Sheridan, Cody, WY (excluding house in alley and west side of building currently occupied by Cowtown Candy Co)

Together with all and singular the improvements and appurtenances thereon or there under appertaining (herein called "the LEASED PROPERTY"), upon the following terms and conditions:

1. TERM - the term of this lease shall be for five years commencing May 1, 2014.
2. RENT - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:

\$1500.00 per month from May 1, 2014 to April 30, 2019

Monthly rental installments shall be payable in advance on or before the 5th day of each calendar month. Delinquent rent shall be subject to a late charge of 10%, and, if over 30 days delinquent, shall bear interest of 15% per year.

3. USE OF LEASED PROPERTY - LESSEE covenants and agrees the LESSEE will use the LEASED PROPERTY for the sale of food and liquor.

4. INSURANCE - LESSEE covenants and agrees to secure and maintain during the term hereof, with an insurance carrier or carriers approved by the LESSOR, which approval LESSOR shall not unreasonably withhold, the following insurance:

General public liability insurance against claims for personal injury, death or property damages occurring in, on or about the LEASED PROPERTY, with limits of not less than \$500,000.00 for bodily injury or death sustained by any one person and \$1,000,000.00 for each occurrence, and property damage limits of \$100,000.00 for each accident, which shall name both LESSOR and LESSEE as insureds.

If LESSEE fails or refuses to secure and maintain such insurance, LESSOR may obtain the same, the cost of which shall be added to the rent. LESSEE shall provide any casualty insurance covering the contents of LEASED PROPERTY, which LESSEE may require. LESSOR shall provide any casualty insurance covering the improvements of LEASED PROPERTY, which LESSOR may require.

5. TAXES - LESSOR shall pay all property taxes assessed against the LEASED PROPERTY and LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

6. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall have utilities held in their name and be solely responsible for payment. Any changes in utility service mandated by city, state or federal governments shall be paid by LESSEE.

**Lease Agreement
1362 Sheridan Ave
Cody, WY**

7. **MAINTENANCE AND REPAIRS** - LESSEE shall keep the building on the LEASED PROPERTY in a good state of repair. LESSEE shall perform all maintenance and repairs required, including but not limited to painting, electrical, heating and air conditioning units, water and sewer facilities including plumbing, and flooring; shall promptly replace all broken or damaged glass, shall keep the sidewalks and entry ways free from snow, ice and obstructions of any kind; shall repair and replace any damage to the building (except for roof, exterior walls, and foundation); shall pay for any remodeling required by LESSEE, but LESSEE shall make no changes in the building without prior written consent of LESSOR.

LESSOR shall be responsible for the maintenance and repair of the roof, exterior walls and foundation of the building on the LEASED PROPERTY.

LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

8. **DESTRUCTION OF BUILDING** - If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall terminate as of the date of such destruction or damage and the rental shall be accounted for between LESSOR and LESSEE on that date.

If the building is damaged but not rendered totally untenable and the damage can be fully repaired in 90 days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this Lease.

9. **INSPECTION** - LESSOR may with consent of LESSEE enter the LEASED PROPERTY, to make repairs or show LEASED PROPERTY to persons who may wish to lease or buy the same.

10. **ASSIGNMENT** - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without prior consent of the LESSOR.

11. **REMOVAL OF FIXTURES** - LESSEE may remove, prior to the expiration of this Lease, all fixtures and equipment which it has on the LEASED PROPERTY except wall standard units and built in shelving; provided, LESSEE shall repair all damage caused by such removal.

12. **TERMINATION** - If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease, including the Payment of the monthly rental when and as due, and fails to remedy such default within 30 days after written notice thereof to LESSEE, then and in such any event, LESSOR shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and LESSOR shall have such other rights and remedies as may be provided by law for enforcing LESSOR'S rights hereunder and for the collection of rent.

LESSEE agrees to pay LESSOR'S costs, including reasonable attorney's fees, for enforcing any of LESSOR'S rights hereunder, including the collection of rent, late charges and interest on delinquent rent.

**Lease Agreement
1362 Sheridan Ave
Cody, WY**

13. NOTICE - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Robert S. Newsome
P.O. Box 2516
Cody, WY 82414

and addressed to LESSEE as follows:

Zapata's Inc
Connie Mowatt
1362 Sheridan Ave
Cody, WY 82414

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change address of notice by giving appropriate notice thereof in writing to the other party.

15. MODIFICATION - This Lease may not be amended or supplemented orally but only by an agreement in writing and supplement is signed by the party against whom enforcement of any such amendment or supplement is signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, as of this 27 day of April, 2014.

LESSOR:
Robert Newsome

Robert S. Newsome
Sandra Newsome

Sandra Newsome

LESSEE
Connie Mowatt

Connie Mowatt

FIFTH LEASE AGREEMENT

THIS FIFTH LEASE AGREEMENT is made and entered into effective as of the 1st day of August, 2014, between Simpson Brothers, LC, a Wyoming limited liability company, as Lessor, hereinafter referred to as "SIMPSON," and Zapata's, Inc., a Wyoming corporation, as Lessee, hereinafter referred to as "ZAPATA'S."

WITNESSETH:

WHEREAS, SIMPSON is the sole owner of THE PREMISES described herein and desires to lease the vacant lot owned by SIMPSON described as Lot 4, Block 10 of the Original Town (now City) of Cody, Park County, Wyoming, and located immediately adjacent to and to the east of ZAPATA'S restaurant at 1362 Sheridan Avenue, Cody, Wyoming ("THE PREMISES) to a ZAPATA'S; and

WHEREAS, ZAPATA'S desires to lease THE PREMISES for operation of a restaurant deck for the seating of customers and service of food and beverages, including alcoholic beverages. The parties desire to enter into this lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: SUBJECT AND PURPOSE

1.1 ZAPATA'S leases THE PREMISES from SIMPSON.

1.2 THE PREMISES shall be used for the placement of a restaurant deck for the seating of customers and service of food and beverages, including alcoholic beverages.

SECTION TWO: TERM AND RENT

2.1 This Fifth Lease Agreement is effective upon the termination of the Fourth Lease Agreement entered into between the parties. ZAPATA'S leases THE PREMISES for a term commencing on August 1, 2014, at 12:00 a.m. and terminating at 11:59 p.m. on July 31, 2015, at the rental amount of Four Thousand Five Hundred (\$4,500.00) to be paid upon ZAPATA'S signing of this Fifth Lease Agreement.

2.2 Upon expiration of this Fifth Lease Agreement, subject to all other terms and conditions contained herein, ZAPATA'S may renew this Agreement for additional one (1) year terms or longer, upon such terms and conditions as may be mutually agreeable between SIMPSON and ZAPATA'S. If SIMPSON and ZAPATA'S are unable to mutually agree upon the terms of a renewal agreement, this Agreement shall expire upon the terms and conditions contained herein.

SECTION THREE: TAXES

SIMPSON shall remain responsibility for all real property taxes. ZAPATA'S shall be responsible for the total of all personal property taxes levied against it.

SECTION FOUR: IMPROVEMENTS AND UTILITIES

4.1 THE PREMISES is currently a vacant lot with a seating area deck built by ZAPATA'S in 2011 at ZAPATA'S sole expense for the seating and service of customers to its restaurant. Upon the termination without renewal of this Agreement, ZAPATA'S shall within 15 days remove all said improvements at ZAPATA'S sole expense and shall return the PREMISES and lot to the same unimproved condition it was in prior to construction of the seating area deck.

4.2 ZAPATA'S will be solely responsible for the costs of any utility and permit fees associated with THE PREMISES during the term of the lease.

SECTION FIVE: INSURANCE

5.1 ZAPATA'S, at ZAPATA'S' own expense, agrees to maintain at all times during the term of this AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) covering ZAPATA'S use of the property. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability" and shall name SIMPSON and SIMPSON's officers, agents, managers, members and employees as named insureds.

5.2 ZAPATA'S shall be solely responsible for insuring any improvements it places on The PREMISES including the seating area deck and any property thereupon.

SECTION SIX: SALE OF LOT

The parties recognize that SIMPSON may choose to sell the PREMISES during the term of this Agreement. This lease shall be subordinate to any such sale. In the event that such sale shall occur, ZAPATA's will remove all improvements at ZAPATA'S sole expense and shall return the lot to the same unimproved condition it was in prior to construction of the seating area deck, all within 15 days of receiving written notice of the sale. In the event that this lease is terminated by the sale of the PREMISES during the lease term or any extension thereof, then SIMPSON shall refund ZAPATA's a *pro rata* share of the rent paid for the applicable lease term.

SECTION SEVEN: AUTHORITY

By affixing his or her signature hereon, the signatories are certifying that each has the full authority to bind the respective parties to this agreement and that such is a free and voluntary act of the designated registered entity.

SECTION EIGHT: MISCELLANEOUS PROVISIONS

8.1 BINDING EFFECT. The terms and covenants of this agreement shall be binding upon the parties, their heirs, personal representatives, successors in interest or possible assigns.

8.2 ORAL MODIFICATIONS. No amendments or modifications to this agreement shall be made or deemed to have been made unless in writing executed by the party or parties to be bound thereby.

8.3 MERGER. This agreement and the other documents specifically referred to herein represent the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties or certifications, express or implied, shall exist between the parties, except as stated herein or in the other documentation specifically referred to herein.

8.4 SEVERABILITY. If any term, covenant, condition or provision of this agreement or if the application thereto to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Dated this _____ day of April, 2014.

SIMPSON BROTHERS, LC

ZAPATA'S, INC.

By: 

Alan K. Simpson
(Print name and title)

By: 

Connie Platt President
(Print name and title)

WDA-17A
04/2K

WYOMING DEPARTMENT OF AGRICULTURE

RECEIPT NUMBER

CHEYENNE, WYOMING 82002

FD 039274

FOOD LICENSE



Account # 2973/2973-1

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.

ZAPATA'S
1362 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 6/30/2014

Jason Farnsworth

Director of Agriculture
Equal Opportunity in Employment and Services

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Lapostas' Inc. Connie Mantell

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 23 / 2014

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 567

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: JUNE BUG LLC

Trade Name (dba): BUBBA'S BAR-B-QUE RESTURANT

Premise Address: 512 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1325 MEADOWLANE AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 578-8542

Fax Number:

E-Mail Address: dbwiegand@bresnan.net

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10am - 9pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i))

5' X 8' ROOM IN SOUTH CENTRAL PORTION OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))

PARCEL IN NW1/4, LOT 4 OF SEC 1, T52N, R102W, 6TH P.M., PARK COUNTY, WY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 08/02/2021, located on page 2, paragraph 3.1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 2, paragraph 2.2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 1186653
Food Sales: \$ 1152050 (97.1 %)
Liquor Sales: \$ 34603 (2.9 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Denise Wiegand				2.75	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Brian Wiegand				2.75	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 23 day of April, 2014.

[Signature]
Applicant
[Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF Park } SS.

Subscribed and sworn to before me by Denise Wiegand
Brian Wiegand this 23 day of April, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires:



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 042374

FOOD LICENSE



Account # 11073/11073-1

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.

BUBBA'S BAR-B-QUE
512 YELLOWSTONE AVE
CODY, WY 82414

Expiration Date: 8/3/2014

A handwritten signature in cursive script, appearing to read "Jason Fearnley".

Director of Agriculture

Equal Opportunity in Employment and Services

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Lease Agreement;
- b) "THE BUILDING" shall be used to refer to the building located at 512 Yellowstone Avenue, in the City of Cody, State of Wyoming;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
- e) "June Bug" shall be used to refer to the person or entity desiring to lease THE PREMISES.
- f) "Thomas" shall be used to refer to the persons leasing THE PREMISES, in this case, Mike Thomas and Sarah Thomas;

1.1 As used in this Lease Agreement

SECTION ONE: DEFINITIONS

parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties.

and liabilities relating to THE PREMISES and the responsibilities between the WHEREAS, the parties desire to enter into a lease agreement defining the rights,

including the sale of alcohol and malt beverages; and

WHEREAS, June Bug desires to lease THE PREMISES for use as a restaurant,

desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, Thomas is the sole owner of THE PREMISES described herein and

WITNESSETH:

and June Bug, LLC, a Wyoming limited liability company ("June Bug").

2011, between Michael Thomas and Sarah E. Thomas, husband and wife ("Thomas"),

THIS LEASE AGREEMENT is made and entered into as of the 27th day of August,

[Handwritten signatures]

LEASE AGREEMENT

- g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and
- h) "THE PREMISES" shall be used to refer to the building and surrounding property located at 512 Yellowstone Avenue, Cody, WY 82414, as more particularly described in Section 2.1 below.

SECTION TWO: SUBJECT AND PURPOSE

2.1 Thomas leases THE PREMISES more particularly described on Exhibit "A" hereto.

2.2 THE PREMISES shall be used and occupied only as a restaurant, including the sale of alcohol and malt beverages which is hereby specifically authorized in accordance with June Bug's liquor license. THE PREMISES shall be used for no other purpose without the written consent of Thomas and if, in the opinion of Thomas, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such business, Thomas may give June Bug written notice requiring June Bug to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND RENT

3.1 Thomas leases THE PREMISES for a term of ten (10) years, commencing August 3, 2011 and terminating on August 2, 2021, or sooner as provided herein, at the monthly rental amount for the first LEASE YEAR of Five Thousand Dollars (\$5,000.00) per month (the "BASIC RENT"). The first LEASE YEAR shall commence upon the later of either the issuance of a City of Cody liquor license to June Bug or on August 3, 2011, and end one year thereafter, with the first month's rent being prorated to the date of occupancy and paid on August 3, 2011. All subsequent lease payments required herein are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, subject to and upon the terms and conditions contained herein, June Bug may renew THIS AGREEMENT for two additional terms of five (5) years each.

3.7 All charges, costs and expenses which June Bug is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event

provided for in THIS AGREEMENT.

Thomas's rights to recover the balance of the rent or to pursue any other remedy satisfaction, and Thomas may accept such check or payment without prejudice to the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and

3.6 No payment by June Bug or receipt by Thomas of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of having all other payments of rent made in the manner and at the time herein specified.

other than herein specified, shall not be a waiver of the rights of Thomas to insist on time for the payment of any installment of rent, or acceptance by Thomas in any manner or demand, at such place as Thomas may from time to time designate. The extension of

3.5 All payments of rent shall be made by June Bug to Thomas without notice or extension of time for the payment of any installment of rent, or acceptance by Thomas in any manner other than herein specified, shall not be a waiver of the rights of Thomas to insist on

3.4 June Bug shall remit to Thomas a security and damage deposit equal to one (1) month's rent, with payment of this security deposit to Thomas being made in two payments of One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$1,666.66) on August 15 and September 15 and one payment of One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,666.68) October 15.

RENT.

3.3 Upon the expiration of the third (3rd) LEASE YEAR, the annual rent shall be adjusted at the beginning of the fourth (4th) LEASE YEAR and each successive LEASE YEAR thereafter. At least thirty (30) days prior to the end of each LEASE YEAR, Thomas shall determine from the Bureau of Labor and Statistics, <http://www.bls.gov>, the Consumer Price Index for All Urban Consumers, U. S. City average, all items (1982-1984 = 100) (the "CPI") for the month immediately preceding the end of the LEASE YEAR. If it is higher than the CPI for the same month of the preceding year, the BASIC RENT will be increased in the same proportion as the increase in the CPI. The BASIC RENT as thus calculated at the beginning of each new LEASE YEAR shall remain at the same level for that LEASE YEAR. In no event, however, shall any decrease in the CPI reduce the BASIC RENT.

5.3 In the event June Bug shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently

shall be at June Bug's expense, with such installation first being approved by Thomas. for any such utility transmission lines, cables, hoses, pipes or receptacles for the same June Bug shall install any equipment requiring additional utilities, the cost of installation furnish or interruption in the supply of any utilities desired by June Bug. In the event

5.2 Thomas shall not be liable in damages or otherwise for any failure to pick-up and the like, with all such services billed directly to June Bug.

5.1 During the term of THIS AGREEMENT, June Bug shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash

SECTION FIVE: UTILITIES

4.1 Within thirty (30) days following Thomas's delivery to June Bug of the tax notice for THE PROPERTY, June Bug shall reimburse Thomas for real property taxes and any assessments against THE PREMISES. June Bug shall be responsible for the total of all personal property taxes levied against it.

SECTION FOUR: TAXES

3.8 It is the intention of the parties that Thomas shall receive the rents and all sums payable by June Bug under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. June Bug shall, however, be under no obligation to pay any principal or interest on any Mortgage on the leased property, income tax payable by Thomas or any gift, inheritance, transfer or estate tax by reason of any present or future law which may be enacted during the term of THIS AGREEMENT.

of June Bug's failure to pay such amounts, and all damages, costs and expenses which Thomas may incur by reason of any default of June Bug, or failure on June Bug's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional BASIC RENT, and, in the event of non-payment by June Bug, Thomas shall have the rights and remedies with respect thereto as Thomas has for the non-payment of the BASIC RENT.

6.3 June Bug further agrees to maintain at all times during the term of THIS AGREEMENT public liability, liquor liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage which may occur as a result of June Bug's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." June Bug further agrees to indemnify and hold Thomas harmless from all claims for personal injuries, death and property damages which occur as the result of June Bug's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by June Bug or any contractor selected by or for June Bug.

6.2 June Bug shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of June Bug. Thomas shall have no responsibility for the loss of any personal property of June Bug maintained on THE PREMISES.

6.1 Within thirty (30) days following Thomas's delivery to June Bug of the insurance billing statement for THE PROPERTY, June Bug shall reimburse Thomas for keeping THE PREMISES insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

SECTION SIX: INSURANCE

5.4 June Bug shall contract for, in June Bug's own name, and shall pay for the installation fees and monthly usage fees for all cable television and telephone service used by June Bug.

located on THE PREMISES, all design and installation shall be supervised and approved by Thomas or Thomas's agents.

7.1 June Bug agrees to accept THE PREMISES in their present condition "as is," without calling upon Thomas to make any expenditures or to perform any work for the preparation of THE PREMISES for June Bug's intended use.

7.2 June Bug shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of Thomas, which consent shall not be unreasonably withheld. All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and, unless otherwise agreed by the parties, shall be deemed to have attached to THE PREMISES when installed and to have become the property of Thomas, remaining for the benefit of Thomas at the end of the term, or other expiration of THIS AGREEMENT; provided, however, if, Thomas and June Bug agree that the product of such RENOVATION ACTIVITIES or fixtures have not attached to THE PREMISES, then upon termination of THIS AGREEMENT or within fifteen (15) days thereafter, June Bug shall promptly remove the additions, improvements, fixtures and installations which were placed on THE PREMISES by June Bug said removal and any

SECTION SEVEN: RENOVATION ACTIVITIES

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by Thomas, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Thomas before the commencement of June Bug's occupancy of THE PREMISES.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of June Bug under the terms of THIS AGREEMENT, June Bug shall deliver to Thomas evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain a waiver of subrogation by June Bug, as well as an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without ten (10) days prior written notice to Thomas.

6.6 The insurance policies required under the terms of THIS AGREEMENT shall name both Thomas and June Bug as insureds.

8.1 June Bug shall keep THE PREMISES in a clean and operational condition, conduct all normal maintenance and repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems,

SECTION EIGHT: REPAIRS

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to June Bug's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly conducted by June Bug, at June Bug's sole cost and expense, upon first contacting Thomas for approval.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.4 June Bug will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to June Bug, provided that June Bug shall have the right to contest the validity of any lien or claim if June Bug shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, June Bug shall immediately pay any judgment rendered against June Bug with all proper costs and charges and shall have such lien released without cost to Thomas.

7.3 June Bug shall indemnify and hold Thomas harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to June Bug in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

RENOVATION ACTIVITIES.
Thomas consents to any such RENOVATION ACTIVITIES as herein provided, June Bug shall indemnify and save Thomas harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of repairs to THE PREMISES necessitated thereby to be at June Bug's expense. In the event

occasioned by the fault or negligence of June Bug or the employees or patrons of June Bug, and shall maintain all systems in good condition. June Bug shall also maintain the interior and exterior of THE PREMISES in a safe condition for employees and patrons, including landscaping THE PROPERTY, clearing sidewalks and the maintenance of a schedule for insect and pest control.

*repair and
MT.*
w
8.2 June Bug, at its own expense, shall be responsible for all normal maintenance on THE PREMISES in the ordinary course of business, regardless of the fault or negligence of June Bug or the employees or patrons.

8.3 Thomas shall make NECESSARY REPAIRS to THE PREMISES and attendant systems not occasioned by negligence or fault of June Bug, or June Bug's employees or patrons, and may enter THE PREMISES at any and all reasonable hours to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of Thomas.

8.4 All maintenance and repairs made by June Bug shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 June Bug shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct June Bug's business in a manner constituting a nuisance of any kind. June Bug shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 June Bug shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of Thomas. Should Thomas approve of the use or storage of any hazardous material, June Bug shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. June Bug hereby holds Thomas harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by June Bug. Should June Bug fail to notify and obtain Thomas's pre-approval for the use or

11.1 In the event of any failure of June Bug to pay any rental or other sums when due hereunder (to which the provisions of Section 25.9 shall specifically not apply), or June Bug's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by June Bug, for more than fifteen (15) days after notice of such default shall have been given to June Bug (or other length of time if specified herein to the contrary) or, if June Bug shall suffer THIS AGREEMENT to be taken under any writ of execution, then Thomas, besides other rights or remedies Thomas may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let THE PREMISES without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of June Bug, all without being deemed guilty of trespass or becoming liable for

SECTION ELEVEN: DEFAULT OR BREACH

10.1 June Bug shall indemnify and save Thomas harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of June Bug, in or about THE PREMISES, and shall further indemnify and save Thomas harmless against and from any and all claims arising from any breach or default on the part of June Bug in the performance of any covenants or agreement on the part of June Bug to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of June Bug, or any of June Bug's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein.

SECTION TEN: INDEMNITY

9.3 June Bug and June Bug's employees or agents shall refrain from smoking in THE BUILDING on THE PREMISES.
three (3) days notice to June Bug.
storage of any hazardous material, Thomas may, at its option, terminate this LEASE upon

If such rentals received from such re-letting during any month be less than that to be paid during that month by June Bug hereunder, June Bug shall pay any such deficiency to Thomas. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of THE PREMISES by Thomas shall be construed as an election on Thomas's part to terminate THIS AGREEMENT unless a notice of such intention be given to June Bug or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Thomas may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should Thomas at any time terminate THIS AGREEMENT for any breach, in addition to any other

- a) First, to the payment of any indebtedness other than rent due hereunder from June Bug to Thomas, including but not limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;
- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by Thomas and applied to payment of future rent as the same may be due and payable hereunder.

rentals received by Thomas from such re-letting shall be applied:
Thomas in Thomas's sole discretion may deem advisable. Upon such re-letting, all AGREEMENT) and at such rental or rentals and upon such other terms and conditions as term or terms (which may be for a term extending beyond the term of THIS REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such then Thomas may undertake such RENOVATION ACTIVITIES and/or NECESSARY

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

11.2 If Thomas, without terminating THIS AGREEMENT, either:

Bugs, from THE PREMISES.
remove any property, personal or otherwise, whether such property is Thomas's or June any loss or damage which may be occasioned thereby. Thomas shall not be required to

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Thomas, at any time when June Bug is in default under such covenant or condition hereof, be construed as a waiver of such default or of Thomas's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by Thomas to June Bug be taken as an estoppel against Thomas, it being expressly understood that if, at any time June Bug shall be in default in any of its

not have any rights whatsoever under THIS AGREEMENT.
Thomas, be canceled and terminated, and any party claiming on behalf of June Bug shall an arrangement, then and in that event THIS AGREEMENT shall, at the option of June Bug makes an assignment for the benefit of creditors or petitioners for or enters into the appointment of a receiver or trustee or all or a portion of June Bug's property, or, if States or of any state, a petition in bankruptcy or insolvency or for reorganization or for or have taken against June Bug, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for 11.4 If June Bug shall become bankrupt or file any debtor proceedings, or take

any covenant under THIS AGREEMENT, or for any other relief against June Bug.
under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of and others retained by Thomas, incurred in connection with the recovery of sums due allowable costs, charges and expenses, including reasonable legal fees, fees of agents and/or under THIS AGREEMENT, June Bug shall pay upon demand all of Thomas's legally 11.3 In addition to any other remedies Thomas may have at law or equity

immediately due and payable from June Bug to Thomas.
of THE PREMISES for the remainder of the stated term, all of which amounts shall be AGREEMENT for the remainder of the stated term over the then-reasonable rental value excess, if any, of the amount of rent and charges equivalent to rent reserved in THIS reasonable attorney's fees, including the worth, at the time of such termination, of the may incur by reasons of such breach, including the cost of recovering THE PREMISES, remedies Thomas may have, Thomas may recover from June Bug all damages Thomas

covenants or conditions hereunder, an acceptance by Thomas of rental during the continuance of such default or the failure on the part of Thomas promptly to avail itself of such other rights or remedies as Thomas may have, shall not be construed as a waiver of such default, but Thomas may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to Thomas by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Thomas might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by Thomas shall not impair Thomas's standing to exercise any other right or remedy.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damaged to such an extent that THE PREMISES are not fit for occupancy, then Thomas shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, controlled by the building laws and ordinances, and the rental shall abate for such length of time during the period of replacement that June Bug is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes, then Thomas shall, at Thomas's option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as they were prior to the damage, and June Bug shall pay rent to Thomas for the undamaged portion of THE PREMISES. In the event that Thomas and June Bug cannot agree as to whether THE PREMISES, or a portion thereof, are fit for occupancy, an independent third party, as agreed upon by Thomas and June Bug, shall make the said determination.

12.2 Thomas shall not be responsible for any claim, cause of action, damage, cost or expenses in the event June Bug's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

14.1 THIS AGREEMENT and all rights of June Bug hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. June Bug shall on demand execute, acknowledge and deliver to Thomas, without expense to Thomas, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of

SECTION FOURTEEN: SUBORDINATION

14.3 In the event June Bug does not exercise its right to terminate THIS AGREEMENT, Thomas and June Bug will be entitled to share any condemnation award according to their respective interests, which shall be separately adjusted by the condemning authority with Thomas and June Bug, with the loss by June Bug including business loss or, if available, business relocation and any other claim permitted by law to June Bug as a tenant on THE PREMISES. Thomas and June Bug shall be entitled to receive and retain such separate awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed between the parties.

14.2 If a part of THE PREMISES is taken so as to substantially interfere with the use thereof, then June Bug shall have the option, to be exercised within sixty (60) days after the taking, to terminate THIS AGREEMENT by notice to Thomas, which termination shall be deemed to be effective as of the date the condemning authority takes title or possession, whichever first occurs, and all rentals shall be paid up to that date. In the event of such a termination, all ownership and title to THE PREMISES shall revert back to Thomas.

14.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then Thomas shall not be liable for any damages incurred or claims made by June Bug due to its loss of use of THE PREMISES. Thomas and June Bug shall be entitled to receive and retain such separate awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed between the parties.

SECTION THIRTEEN: CONDEMNATION

any such mortgage or mortgages and each renewal, modification, or extension, and, if June Bug shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Thomas, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as June Bug's attorney in fact and in June Bug's name.

SECTION FIFTEEN: LESSOR'S RIGHT TO PERFORM

15.1 If June Bug shall at any time be in default of the terms hereunder, Thomas may cure such default on behalf of June Bug, in which event June Bug shall reimburse Thomas for all sums paid to effect such cure, together with interest at the rate of ten percent (10%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, Thomas shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

SECTION SIXTEEN: LESSOR'S RIGHT OF ACCESS

16.1 June Bug shall permit Thomas or Thomas's agents to inspect or examine THE PREMISES at any reasonable time and shall permit Thomas to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES, or to THE BUILDING, that Thomas may deem necessary or which June Bug has covenanted herein to do and has failed so to do, without the same being construed as an eviction of June Bug in whole or in part, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of June Bug's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, Thomas shall give June Bug ten (10) days notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, June Bug shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

16.2 If June Bug shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, Thomas or Thomas's agents may enter THE PREMISES by a

19.2 June Bug shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless Thomas shall expressly waive Thomas's rights against June Bug to THIS AGREEMENT in writing prior to said sublease.

19.1 June Bug shall not assign, mortgage or encumber THIS AGREEMENT or sublet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of Thomas in each instance. Any consent by Thomas to an assignment or underletting or subletting shall not in any manner be construed to relieve June Bug, any assignee or sublessee from obtaining the consent in writing of Thomas to any further assignment or subleasing.

SECTION NINETEEN: ASSIGNMENT AND SUBLEASING

18.1 Thomas shall provide a public parking area. Parking in the parking lot shall be on a first come, first served basis with no assigned parking spaces.

SECTION EIGHTEEN: PARKING

17.1 June Bug shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

SECTION SEVENTEEN: LESSOR'S RIGHT OF ACCESS

16.3 Thomas's right of entry or re-entry shall not be deemed to impose upon Thomas any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.
master key, or may forcibly enter THE PREMISES, without rendering Thomas or such



SECTION TWENTY: NOTICE

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the following addresses:

June Bug, LLC
1325 Meadow Lane
Cody, WY 82414

Mike Thomas and Sarah Thomas
P.O. Box 1086
Cody, WY 82414

Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION TWENTY-ONE: SURRENDER OF POSSESSION

21.1 June Bug shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to June Bug herein, peaceably and quietly surrender and deliver THE PREMISES to Thomas, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by June Bug, all in good condition and repair.

SECTION TWENTY-TWO: SIGNS

22.1 June Bug shall not, without Thomas's written consent, place or erect any signs of any nature on any part of THE PREMISES or the interior or exterior of THE BUILDING. In the event Thomas shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to Thomas's absolute right of approval.

SECTION TWENTY-THREE: SALE OF PREMISES

23.1 In the event that Thomas should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, such sale shall be subject to the terms of THIS AGREEMENT and the buyer of THE PROPERTY shall accept THIS AGREEMENT, including the successive extensions hereof.

24.1.2 In the event that THE NOTICE OF EXERCISE is not timely served during THE ACCEPTANCE PERIOD for all or any portion of THE PROPERTY, then such property described in THE RFR INTENT shall be released from THE RFR rights of June Bug hereunder, provided, however, if the transaction described in

24.1.3.1 THE NOTICE OF EXERCISE shall state that June Bug agrees to purchase the property described in THE RFR INTENT upon the terms and conditions set forth in the offer or contract which accompanied THE RFR INTENT, in which case the date on which THE NOTICE OF EXERCISE is delivered to Thomas shall be the effective date of the agreement pursuant to which June Bug shall purchase such property and Thomas shall sell and convey the same;

24.1.3 June Bug may elect to exercise THE RFR at any time during the sixty (60) day period ("THE ACCEPTANCE PERIOD") following June Bug's receipt of THE RFR INTENT by delivering to Thomas a written notice of acceptance ("THE NOTICE OF EXERCISE");

24.1.2 If at any time and from time to time during THE RFR PERIOD Thomas (i) shall receive and wish to accept a bona fide offer from a third party to purchase all or any portion of THE PROPERTY or (ii) shall have entered into a bona fide contract to sell all or any portion of THE PROPERTY subject to the terms of THE RFR, then Thomas shall forthwith deliver to June Bug (x) their notice of intent ("THE RFR INTENT") to accept such third-party offer and/or perform, as the case may be, such contract, (y) a true and complete copy of any written instrument which embodies the terms of such offer and/or contract and (z) their offer to sell the same to June Bug upon the same terms and conditions as are set forth in the third-party offer and/or contract so delivered to June Bug.

24.1.1 The period during which THE RFR may be exercised ("THE RFR PERIOD") shall commence upon the later of the parties' execution of THIS AGREEMENT or the sale of THE PROPERTY to Greenwich Manor, LLC or its assigns, and shall terminate upon the expiration or earlier termination of THIS AGREEMENT. If THE PROPERTY is sold by Greenwich Manor or subsequent owners of THE PROPERTY, then June Bug shall maintain a right of first refusal upon each sale under the same terms as described in this Section.

24.1 Thomas hereby irrevocably grants to June Bug an exclusive and continuing right of first refusal ("THE RFR") to purchase the property upon and subject to the terms and conditions herein contained.

SECTION TWENTY-FOUR: RIGHT OF FIRST REFUSAL



THE RFR INTENT fails to take place, then THE RFR shall be
revived and in full force and effect with respect to such
property.

SECTION TWENTY-FIVE: MISCELLANEOUS PROVISIONS

25.1 The captions of THIS AGREEMENT are for convenience only, are not part of
THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

25.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to
create the relationship of principal and agent, partnership, joint venture or any
association whatsoever between Thomas and June Bug. Thomas and June Bug expressly
understand and agree that neither the computation of rent nor any other provisions
contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be
deemed to create any relationship between Thomas and June Bug other than the
relationship of landlord and tenant.

25.3 THIS AGREEMENT shall be governed by, construed and enforced in
accordance with the laws of the State of Wyoming. The proper venue for any action
brought under the terms or arising through the terms of THIS AGREEMENT shall be Park
County, Wyoming.

25.4 Except as otherwise expressly provided, the terms and provisions hereof
shall be binding upon and shall inure to the benefit of the heirs, successors and permitted
assigns, respectively, of Thomas and June Bug. Each term and provision of THIS
AGREEMENT to be performed by June Bug shall be construed to be both an independent
covenant and a condition.

25.5 June Bug acknowledges that Thomas and Thomas's agents have made no
representations or promises with respect to THE PREMISES or the making or entry into
THIS AGREEMENT, except as expressly set forth. All negotiations, considerations,
representations and understandings between the parties are incorporated in THIS
AGREEMENT, and June Bug acknowledges that Thomas, Thomas's agents and
representatives, have made no representations, warranties or promises with respect to
THE BUILDING, the surrounding land or fixtures in THE PREMISES.

25.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

25.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

25.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

25.9 Other than with respect to a default in the payment of rent or other amounts due hereunder as described in Section 11, the following layered dispute resolution provisions shall apply to THIS AGREEMENT:

25.9.1 Good Faith Negotiation. The parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to THIS AGREEMENT (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship, with the parties further agreeing to participate directly in the negotiations. Unless otherwise agreed in writing, the parties shall have five (5) business days from the date of any Notice provided pursuant to Paragraph 25.9.6 to begin such negotiations and fifteen (15) business days from the date of such Notice to complete such negotiations.

25.9.2 Mediation. If the negotiations described in Paragraph 25.9.1 above do not occur, or if such negotiations do not conclude with a mutually agreeable solution within that time frame (or any extension thereto which is amenable to all parties), the parties agree to mediate any Dispute. If the parties to the Dispute cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider and the two persons selected shall

26.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as June Bug. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon Thomas and June Bug in accordance with the terms and conditions of THIS AGREEMENT.

SECTION TWENTY-SIX: AUTHORITY OF SIGNATORIES

25.9.3 Arbitration. If the mediation described in Paragraph 25.9.2 above does not conclude with a final settlement agreement between the parties to the Dispute, then the parties shall be entitled to pursue any other remedy to which they may be entitled by statute or in equity.

25.9.4 Costs. The parties to the Dispute shall share the mediator's fees equally.

25.9.5 Attorney's Fees. The prevailing party in any action hereunder shall be entitled to an award of attorney's fees.

25.9.6 Notice of Dispute. The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to identify the parties to the Dispute and to apprise other parties of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and if unsuccessful, mediation. The date of the Notice shall be the triggering date upon which the time deadlines in this Paragraph 25.9 will be calculated.

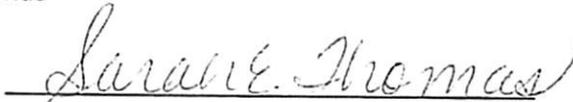
25.9.3

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

Michael Thomas



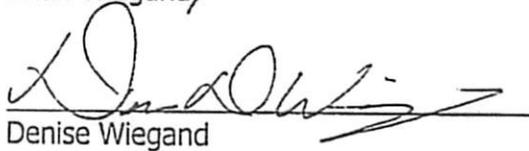
Sarah E. Thomas



June Bug, LLC



Brian Wiegand



Denise Wiegand

The undersigned hereby personally guarantee that June Bug will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of all monies required herein. Thomas shall have the right to require the performance of the personal guarantor in place of the performance of June Bug without first having requested such performance by June Bug.

 7-7-11
_____ Date

Brian Wiegand

Date

 7-7-11
_____ Date

Denise Wiegand

Date

MCB/s
G:\TRANSACTIONAL\Q-2\June Bug, Brian and Denise\ lease agreement.doc

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 28 / 2014

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 417

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: MIURA INC

Trade Name (dba): SHIKI JAPANESE RESTAURANT

Premise Address: 1420 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1420 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7116

Fax Number: (307) 527-7122

E-Mail Address: shiki_cody@hotmail.com

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sun.</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>Mon - Thu 11:00-2:00 Fri 11:00-9:00</u> <u>Sat 12-9:00 Sun 4:00-9:00</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

6' X 6' ROOM IN SW CORNER OF FIRST FLOOR

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)

LOT 13, BLOCK 11, ORIGINAL TOWN

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 6/30/2016, located on page 1, paragraph 3 #2 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 1, paragraph 3 #3 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ 486,929.66
Food Sales: \$ 450,877.36 (92.6%)
Liquor Sales: \$ 36,052.30 (7.4%)
 W.S.12-4-408(b) w/tax ☑ YES ☐ NO
- b) Did you attach a copy of your valid food service permit to this application. ☑ YES ☐ NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
 W.S.12-1-101(a)(xix) ☐ YES ☑ NO
- b) Do you self distribute your products? ☐ YES ☑ NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? ☐ YES ☑ NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Yuji Miura				8 yrs	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
IKUKO MIURA				"	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 28th day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING
 COUNTY OF Park } SS.

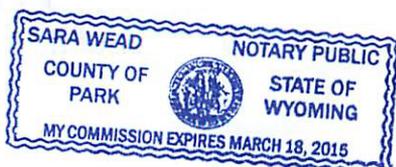
[Signature]
Applicant

Subscribed and sworn to before me by Yuji + Ikuko Miura this 28th day of April, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/2015



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

**Lease Agreement
1420 Sheridan Ave
Cody, WY**

THIS LEASE AGREEMENT, Made between ROBERT S. NEWSOME and SANDRA M. NEWSOME (herein collectively called "LESSOR") and YUJI MIURA and MIURA Inc. (herein called "LESSEE").

WITNESSETH: That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by LESSEE, does hereby lease unto LESSEE the following described property:

1420 Sheridan, Cody, WY

Together with all and singular the improvements and appurtenances thereon or there under appertaining (herein called "the LEASED PROPERTY"), upon the following terms and conditions:

1. **TERM** - the term of this lease shall be for five years commencing July 1, 2011

2. **RENT** - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:

\$1500.00 per month from July 1, 2011 to June 30, 2016

Monthly rental installments shall be payable in advance on or before the 5th day of each calendar month. Delinquent rent shall be subject to a late charge of 10%, and, if over 30 days delinquent, shall bear interest of 15% per year.

3. **USE OF LEASED PROPERTY** - LESSEE covenants and agrees the LESSEE will use the LEASED PROPERTY for sale of merchandise including but not limited to food and liquor.

4. **INSURANCE** - LESSEE covenants and agrees to secure and maintain during the term hereof, with an insurance carrier or carriers approved by the LESSOR, which approval LESSOR shall not unreasonably withhold, the following insurance:

General public liability insurance against claims for personal injury, death or property damages occurring in, on or about the LEASED PROPERTY, with limits of not less than \$500,000.00 for bodily injury or death sustained by any one person and \$1,000,000.00 for each occurrence, and property damage limits of \$100,000.00 for each accident, which shall name both LESSOR and LESSEE as insureds.

If LESSEE fails or refuses to secure and maintain such insurance, LESSOR may obtain the same, the cost of which shall be added to the rent. LESSEE shall provide any casualty insurance covering the contents of LEASED PROPERTY, which LESSEE may require. LESSOR shall provide any casualty insurance covering the improvements of LEASED PROPERTY, which LESSOR may require.

**Lease Agreement
1420 Sheridan Ave
Cody, WY**

5. TAXES - LESSOR shall pay all property taxes assessed against the LEASED PROPERTY and LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

6. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall have utilities held in their name and be solely responsible for payment. Any changes in utility service required by LESSEE or mandated by city, state or federal governments shall be paid by LESSEE.

7. MAINTENANCE AND REPAIRS - LESSEE shall keep the building on the LEASED PROPERTY in a good state of repair. LESSEE shall perform all maintenance and repairs required, including but not limited to painting, electrical, heating and air conditioning units, water and sewer facilities including plumbing, and flooring; shall promptly replace all broken or damaged glass, shall keep the sidewalks and entry ways free from snow, ice and obstructions of any kind; shall repair and replace any damage to the building (except for roof, exterior walls, and foundation); shall pay for any remodeling required by LESSEE, but LESSEE shall make no changes in the building without prior written consent of LESSOR.

LESSOR shall be responsible for the maintenance and repair of the roof, exterior walls and foundation of the building on the LEASED PROPERTY.

LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

8. DESTRUCTION OF BUILDING - If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall terminate as of the date of such destruction or damage and the rental shall be accounted for between LESSOR and LESSEE on that date.

If the building is damaged but not rendered totally untenable and the damage can be fully repaired in 90 days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this Lease.

**Lease Agreement
1420 Sheridan Ave
Cody, WY**

9. **INSPECTION** - LESSOR may with consent of LESSEE enter the LEASED PROPERTY, to make repairs or show LEASED PROPERTY to persons who may wish to lease or buy the same.

10. **ASSIGNMENT** - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without prior consent of the LESSOR.

11. **REMOVAL OF FIXTURES** - LESSEE may remove, prior to the expiration of this Lease, all fixtures and equipment which it has on the LEASED PROPERTY, provided LESSEE shall repair all damage caused by such removal.

12. **TERMINATION** - If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease, including the Payment of the monthly rental when and as due, and fails to remedy such default within 30 days after written notice thereof to LESSEE, then and in such any event, LESSOR shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and LESSOR shall have such other rights and remedies as may be provided by law for enforcing LESSOR'S rights hereunder and for the collection of rent.

LESSEE agrees to pay LESSOR'S costs, including reasonable attorney's fees, for enforcing any of LESSOR'S rights hereunder, including the collection of rent, late charges and interest on delinquent rent.

13. **NOTICE** - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Robert S. Newsome
P.O. Box 2516
Cody, WY 82414

and addressed to LESSEE as follows:

Yuji Miura
1420 Sheridan Ave
Cody, WY 82414

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change address of notice by giving appropriate notice thereof in writing to the other party.

**Lease Agreement
1420 Sheridan Ave
Cody, WY**

14. RENT OPTION – LESSEE may, at their option, rent 1420 Sheridan Ave for five additional years starting July 1, 2016 The rent shall be \$2000.00 per month. All of the covenants contained in this lease will apply to this option. Notice of LESSEE'S intent to exercise this option shall be delivered to the LESSOR by January 31, 2016

15. MODIFICATION - This Lease may not be amended or supplemented orally but only by an agreement in writing and supplement is signed by the party against whom enforcement of any such amendment or supplement is signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, as of this 4 day of MAY, 2011.

LESSOR:
Robert Newsome



Sandra Newsome



LESSEE
Yuji Miura



WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 041843

FOOD LICENSE



Account # 6408/6408-1

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.

SHIKI JAPANESE CUISINE
1420 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 8/30/2014

Jason Fearnsworth

Director of Agriculture

Equal Opportunity in Employment and Services

State of Wyoming

Department of Revenue

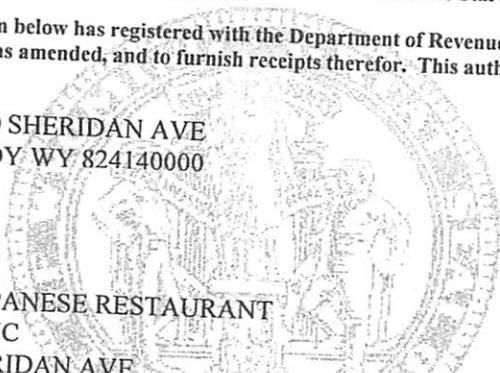
Sales/Use Tax License No: 11004826

Business Start Date: 9/5/2006 12:00:00

The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended, and to furnish receipts therefor. This authorization shall be valid and effective until cancelled or revoked and is not transferable.

Location: 1420 SHERIDAN AVE
CODY WY 824140000

ued To: SHIKI JAPANESE RESTAURANT
MIURA INC
1420 SHERIDAN AVE



-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 22 / 2014

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 529

For the license term: 8/1/2014
Month Day Year

Through: 7/31/2015
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: LUZH S CO

Trade Name (dba): CHINATOWN

Premise Address: 937 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 937 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-9798

Fax Number:

E-Mail Address: luzhang@tetwest.net

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11a - 10p</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

8' X 9' ROOM IN CENTER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)

LOT 15 & 16, BLOCK 53, ORIGINAL TOWN OF CODY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 772,970
Food Sales: \$ 758,515 (98.13%)
Liquor Sales: \$ 14,450 (1.87%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Xiren Zhang				3	50%	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Yi Lu				3	50%	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 21st day of April, 2014.

Xiren Zhang
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

[Signature]
Applicant

Subscribed and sworn to before me by Xiren Zhang & Yi Lu this 21st day of April, 2014.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: October 12th 2014

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Xiren Zhang

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

WDA-17A
04/26

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 044927

FOOD LICENSE



Account # 10982/10982-1

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.

CHINA TOWN
937 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 6/17/2015

Donna Zimmerman

Director of Agriculture

Equal Opportunity in Employment and Services

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 5/15/14

	Annual Fee
Basic Fee	\$ <u>1000.00</u>
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>.38.00</u>

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3 & 6/20 2014

Hearing Date: 6/17/14

Local Licensing Number: 1035

For the license term: 8/1/2014
Month Day Year

Through: 7/31/2015
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: Herbert & Barbara Hay

Trade Name (dba): Herb Wildhorse Cafe & Gifts

Premise Address: 440 Yellowstone Ave
Number & Street

Cody WY 82414
City State Zip County

Mailing Address: 220 F St
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: (307) 527-8903
587-4579
587-4303

Fax Number: () _____

E-Mail Address: _____

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.**

FILING IN

CITY OF Cody

COUNTY OF _____

FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL LLC

PARTNERSHIP LLP

CORPORATION

LTD PARTNERSHIP

ASSOCIATION

ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT
 (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise

RESTAURANT LIQUOR LICENSE

RESORT LIQUOR LICENSE

COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

VETERANS CLUB

FRATERNAL CLUB

GOLF CLUB

SOCIAL CLUB

MICROBREWERY

WINERY

BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from 7a to 8p

DAYS OF WEEK (e.g. Mon through Sat)
Sun - Saturday

HOURS OF OPERATION (e.g. 10a - 2a)

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c) new licence 5/16/14

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

- a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If Winery or Microbrewery also list manufacturing facility. (W.S.12-4-102(a)(i):
9x4' room located off of the west side of dining area
- b) Do you have an additional dispensing room? YES NO
- c) If yes, provide description and location: _____
- d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)
Allen Subdivision, 2nd Siding, Lot 1, Zone D-3

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

- (If yes, submit a drawing of the changes in the dispensing room.) YES NO
- a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)
- a) **DATE** lease expires: / / , located on page , paragraph of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page , paragraph of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
 W.S.12-4-408(b) new license 5/7/14
- Gross Sales: \$
 Food Sales: \$ (%)
 Liquor Sales: \$ (%)
- b) Did you attach a copy of your valid food service permit to this application.
 W.S.12-4-407(a), W.S.12-4-413(a) YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term)?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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?
Herbert Hloy				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Barbara Hloy				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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)

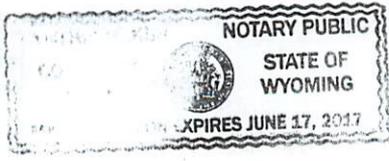
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.
 Dated this 15 day of May, 2014.

THE STATE OF WYOMING }
 COUNTY OF Parke } ss. Barbara Hloy
 Applicant

Subscribed and sworn to before me by Herbert Hloy this 15 day of May, 2014.

Witness my hand and official seal. [Signature]
 Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 30 / 2014

Basic Fee Annual Fee \$ 1000
 Additional Disp Rm Fee \$
 Total Lic Fee Collected \$ 1000
 Publishing Fee Collected \$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 415

For the license term: 8/1/2014 Month Day Year
 Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: CJV INC

Trade Name (dba): ADRIANO'S ITALIAN RESTAURANT

Premise Address: 1244 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2545
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7320

Fax Number: Jaylinderman53@yahoo.com

E-Mail Address: Jaylinderman53@aol.com

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from <u>Jan</u> to <u>Dec</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11a.m - 10p.m</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

8' X 12' ROOM ON WEST WALL OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))

LOT 9, BLOCK 29, ORIGINAL TOWN

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 03 / 31 / 2018, located on page 4, paragraph 3 of lease document. *- See Amendment*
- b) Provision for SALE of alcohol or malt beverages located on page 5, paragraph 1 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 649,748.70
Food Sales: \$ 542,788.91 (84 %)
Liquor Sales: \$ 106,959.79 (16 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Christine Linderman				4	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
George Jay Linderman				4	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 30 day of April, 2014.

George Jay Linderman
Applicant

THE STATE OF WYOMING
COUNTY OF _____ } SS.

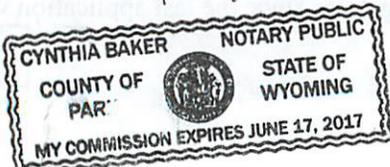
Christine J. Linderman
Applicant

Subscribed and sworn to before me by George & Christine Linderman this 30 day of April, 2014.

Witness my hand and official seal.

Cynthia Baker
Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Amendment to Lease

KEITH J. NEVILLE II, 1225 Meadow Lane Court, Cody, WY 82414 307-587-5941
firstchoicewy@tctwest.net

After meeting with the Lindermans on May 5th, at 10:12AM, we came to the following agreement, which will become a part of the original lease dated May 1, 2010 and signed by both parties on March 24, 2010. This agreement will renew the lease for a period of three years beginning 4-1-2015 to 3-31-2018 at a rate of \$2400.00 per month plus taxes which at this time are approximately \$145.00 per month for a total of \$2545.00. Tax amount could change. The lease then has a possible renewal of two more years from 4-1-2018 to 3-31-2020 at a rate of \$2500.00, plus current taxes, which right now are \$145.00 for a possible total of \$2645.00 monthly and this renewal will automatically happen if Lessor is not contacted by 12-31-2018 to cancel the final two years. Any subsequent lease must be renegotiated by both parties, 90 days prior to the expiration of the lease which is January 1st, 2020. Lessor and representative has the right to show the property to a potential buyer, but any buyer must agree to honor this lease and this lease agreement.

This freeze of rent increase was requested and agreed to by both parties. The current rent to 3-31-2015 is \$2,435.00 monthly which includes the taxes.

The Lessor agrees that the tenants (Lessees) may utilize a liquor license issued by a government agency. All laws must be met by the Lessees during this period of the lease.

Lessees agree they have a copy of this lease signed by all parties and guarantee its validity.

Any further information _____

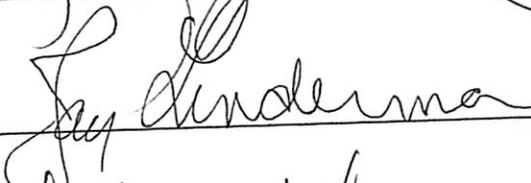
LESSOR



DATED

5-5-14

LESSEE



DATED

5/5/14

LESSEE



DATED

5/5/14

FAX to 307-587-3840

Page 1

A LEASE AGREEMENT BETWEEN LESSOR AND LESSEE(S), 2 or more pages as needed

LESSOR—Kath J. Neville II, 1225 Meadow Lane Court, Cody, WY 82414,

307-687-6941

e-mail—kjnevill@broadcom.net—lease payments and correspondence are handed at the

address or any future address given by Lessor—during normal business hours, Mon-Fri, 8-5,

unless you have an emergency. If a weekend is ever involved in lease dates, the following weekday becomes the final day for utility readings and return of keys.

Date of Lease 6/01/2010

Location of property 1244 Sheridan Ave, Cody Wyoming

LESSEE(S) C/V, Inc. Reg # 2010-000581804

Address 1244 Sheridan Ave, Cody, Wyoming SSN 516-64-6910

Phone 527-7320 Cell 307-710-6183 E-mail jaynderman55@aol.com

References of

Lessee

Name of business Adriano's Italian Restaurant Phone 307-527-7320

Possession

date 5-15-2010 pending approval of liquor license transfer

Lease amount is scheduled as follows:

May 1st 2010 to March 31st 2011 monthly rent is \$1900.00 plus \$136.00 taxes—\$2,036.00

April 1st 2011 to March 31st 2012 monthly rent is \$2000.00

April 1st 2012 to March 31st 2013 monthly rent is \$2100.00

April 1st 2013 to March 31st 2014 monthly rent is \$2200.00

April 1st 2014 to March 31st 2015 monthly rent is \$2300.00

The 5 year lease is one month short because of the proposed "take-over" date by Lessee. This is

being done by mail, with lease being signed (deposit included) and returned to Lessor.

The lease for 2010 are shown above and will be included with monthly rent deposits. Future lease will be assessed at each year's rent change, or by March 31st.

Tenant (Lessee) is responsible for taxes (paid monthly) and all insurance on building, contents, and liability on customers and employees. Proof of this insurance is to be provided annually to Lessor.

Lessor would like Lessee to make rent payments to Wells Fargo Bank acct. no. 3495402713

2

The deposit \$2,000.00 is being held by Lessor to insure the Lessee(s) perform according to the lease and that the Lessee cleans, and prepares the space for the next tenant, leaving the premises in the same shape as they received it. The lessee should return all keys, unless paid, walls, repaired if there are additional holes, that lease payments were made on time, that light bulbs are replaced, that carpets are cleaned, and that signage has been removed. Lessor will inspect premises, determine condition of space, and if all agreements are met by the Lessee, and it is determined any refund or deposit is due, then within 60 days the Lessor may rent.

thirty days prior to the end of the first 5 years of lease (or 12-31-2014) Lessee agrees to notify the Lessor of a request to extend the lease for another five years (or to 3-31-2020) if Lessee fails to notify the Lessor of this choice, and Lessor chooses to allow the extension of the lease, then lease will extend for another term equal to the original lease with a \$100.00 monthly increase in the last monthly rent amount similar to what is shown on the rent chart above. Deposit cannot be used towards last month's rent or other balance due Lessor or utility companies. Refund of deposit is cost and performance based.

All lease amounts, including taxes, are due on the 1st of each month. It is the Lessee's responsibility to get the payment to the Lessor by the date. If payment is NOT received by the 1st of the month, then a \$50.00 penalty is to be added to the lease amount. If the payment is NOT received by the 5th of the month, then a daily late fee of \$25.00 starting from the 1st, will be assessed. Maximum interest allowed by law can be used. Any litigation concerning this lease will be handled at the Park County Courthouse, Cody, WY 82414. Lessee is responsible for all court and legal costs.

1. Area is no smoking and tobacco free. No cigarette butts, no spilling anywhere.
2. Lessee and employees cannot park in any space a customer would park.
3. If Lessee wants a liquor license, then a "supplement" to this lease must be written.
4. No pets are allowed unless prior permission is given and written on last page.
5. Leased area is not a "child care" area. Lessee is not to house children on a regular basis.
6. Lessor is not responsible for Lessee's customers, family, friends, vehicles, possessions, inventory, or fixtures. No overnight stays are permitted on the premises.
7. Lessee is to provide a safe and respectful environment for all people involved.
8. Lessee is to respect neighbors and their space in regards to parking, sidewalks, etc.
9. Lessor has the right to inspect the premises as Lessor sees fit.
10. Lessee is to replace fixtures and etc items as needed, usually monthly.
11. Lessee is responsible for all heating and etc utility and their maintenance. Refrigerators have
- special use and venting needs and must be furnished and maintained by Lessee.
12. Lessee is responsible for plumbing, electrical, doors, walls, ceilings, fans, windows, glass including windows, and fixtures. Lessee should insure glass windows in

building.

13. Lessee is responsible for sidewalks keeping them clear summer and winter, open or not

and lessee cannot put salt or "unsuitable" de-icer on the sidewalk that might damage it.

14. Lessee cannot alter the premises, cannot add or subtract from the lighting, plumbing, etc

without the permission of the Lessor. This would be added to another page of this lease.

15. Lessee must conform with all ordinances of city, county, and state government, including

fire retardant systems and extinguishers, back flow requirements, and health standards.

16. Lessee is to obtain insurance on contents and liability insurance covering the Lessor and

forward a copy of this insurance to the Lessor.

17. Lessee cannot close vents or otherwise obstruct the operation of heating and a/c systems.

18. Should this lease go to litigation because of non-performance by Lessee, the Lessee must

pay all legal expenses allowed by law. This includes collection and court costs. Lessee

is liable for the "value or balance" of this lease should Lessee become non-performing.

18. Lessee cannot have meters read/transferred without Lessor's knowledge and permission.

20. Lessee cannot sublease, or allow another business to operate on the premises unless the

Lessor has knowledge of this and any costs are satisfied. Lease is NOT transferable.

21. Lessee cannot change the "usage" of the premises without permission from the Lessor.

22. Lessor has the right to show premises and put up "for rent" signage should it be determined

that Lessee is not renewing lease or is being removed from the premises. If it is determined that

the Lessee has abandoned the property, Lessor can enter, remove and or dispose of Lessee's

property as Lessor sees fit. There would be no recourse against the Lessor concerning this matter.

23. Any improvements that lessee makes, that are attached to the premises in any way, become

the property of the Lessor and cannot be removed unless prior arrangements have been made.

This includes equipment used by Lessor, stoves, sinks or anything attached by plumbing.

Should the property become "unusable", by Lessee due to fire, damage by acts of God, or another

type of serious loss to property, then Lessor may terminate this lease and forward notice to Lessee.

No further liability on Lessor's part is understood. If the building is determined to be unusable, then

there is no further need for this lease. Unusable would be defined by the City of Cody.

and structure of CC

4

Signatures by Lessees make the Lessees and the business and all parties involved liable for the lease and its value. Also acknowledges that both parties have a copy of this lease. Lessor makes notes on his copy of the lease document, noting late payments, and other agreements that might be adjusted by either party. They become a valid part of this lease.

LESSOR [Signature] # DATE 3-24-2010

LESSEE Jay Anderson DATE 3/24/2010

LESSEE Christ J Anderson DATE 3/24/2010

SPECIAL NOTES _____

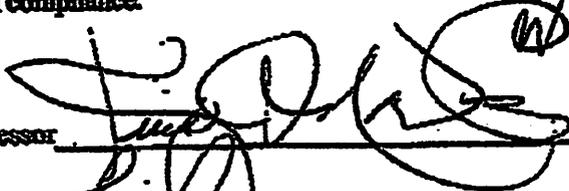
5

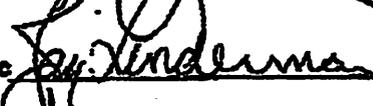
Keith J. Neville II and Margaret C. Neville
1225 Meadow Lane Court, Cody, WY 82414
307-587-5941 firstchoicewy@bcsnan.net

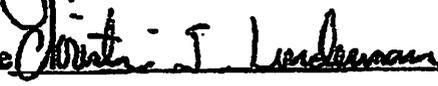
This document will act as part of the lease dated 5-1-2010 between Neville and CJV, Inc.

This document gives CJV, Inc. permission to operate their restaurant with a liquor license for sale of alcoholic or malt beverages from the City of Cody and Park County and State of Wyoming governments. This permission will be valid through the term of the lease and the term of the license.

All city, county and state laws must be acknowledged by CJV, Inc. and they must remain in compliance.

Lessor  Date 3-24-2010

Lessee  Date 3/24/2010

Lessee  Date 3/24/2010

WDA-17A
04/2K

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 044052

FOOD LICENSE



Account # 9843/9843-1

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 thereof, 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: 3/24/2015

ADRIANO'S ITALIAN RESTAURANT
1244 SHERIDAN AVE
CODY, WY 82414

Don Zammit
Director of Agriculture
Equal Opportunity in Employment and Services

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 22 / 2014

	<u>Annual Fee</u>
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 421

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: FRED T MAC LLC

Trade Name (dba): CODY CATTLE COMPANY

Premise Address: 1910 DEMARIS STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 203 W YELLOWSTONE AVENUE
Number & Street or P.O. Box
3324 Pine Hill Trail
Palm Beach Gardens FL 33418

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 272-5770

Fax Number: (307) 587-6704

E-Mail Address:

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.

FILING IN

CITY OF **CODY**

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION
- LOCATED WITHIN 5 MILES OF CITY (County License only)
- LLC
- LLP

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

- FULL TIME (e.g. Jan through Dec)
 - SEASONAL/PART-TIME
- (specify months of operation)
 from June to Sept
- DAYS OF WEEK (e.g. Mon through Sat)
7 Days
- HOURS OF OPERATION (e.g. 10a - 2a)
5 - 8 pm

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

10' X 12' ROOM IN NE CORNER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

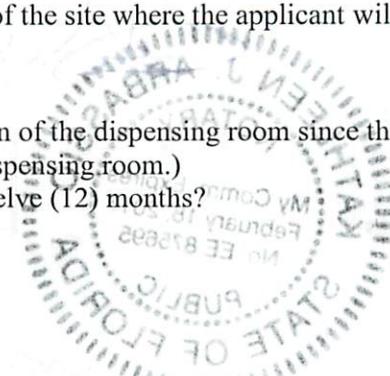
W.S.12-4-102(a)(vii)

LOT 9A DEMARIS SUBDIVISION

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page ____ , paragraph ____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page ____ , paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$319,472.73
 Food Sales: \$307,642.96 (%)
 Liquor Sales: \$11,830.77 (4%)
 YES NO

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
William Thielemann				5.5 yrs	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Richard MacGregor				↓	↓	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Robert Fredricks				↓	↓	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Anita Fredricks				↓	↓	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 22nd day of April, 2014.

THE STATE OF ~~WISCONSIN~~ Florida }
 COUNTY OF Palm Beach } ss.

Applicant
 Anita M. Fredricks
 FLID# 1636-01355-116.0 exp 06/16/2021
 Applicant

Subscribed and sworn to before me by Anita Marie Fredricks this 22nd day of April, 2014.

Witness my hand and official seal.

[Signature]
 Notary Public or Person Authorized to Administer Oath

My Commission expires: Feb. 18, 2017



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 044474

1237

FOOD LICENSE



Account # 9147/9147-1

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.

CODY CATTLE COMPANY
1910 DEMARIS ST
CODY, WY 82414

Expiration Date: 5/29/2015

A handwritten signature in cursive script, reading "Jason Fearnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 18 / 2014

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 411

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: PIZZA HUT OF CODY INC

Trade Name (dba): PIZZA HUT

Premise Address: 736 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 485 1700 E Pololu Dr
Number & Street or P.O. Box

CODY, WY 82414 Wichita to 67200
City State Zip

Business Telephone Number: (307) 527-7819

Fax Number: (316) 634-1662

E-Mail Address: debbieb@restmgmt.com

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon-Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>Mon-Thur 10a-11p</u></p> <p><u>Fri-Sat 11a-12a</u></p> <p><u>Sun 12p-10p</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

15' X 6' ROOM IN SW SECTION OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)

LOCATION EAST OF THE SUPER 8 MOTEL, WEST US HWY 14/20, ZONED COMMERCIAL

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
 b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

own premises

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
 W.S.12-4-408(b)

Gross Sales: \$ 759,101
 Food Sales: \$ 748,196 (98 %)
 Liquor Sales: \$ 10,905 (2 %)

b) Did you attach a copy of your valid food service permit to this application.
 W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
 b) Do you self distribute your products? YES NO
 c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
<i>Hal McCoy</i>				<i>35</i>	<i>90.91</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>Heidi Smith</i>				<i>29</i>	<i>9.09</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>Terry Freund</i>				<i>16</i>	<i>0</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 16th day of April, 2014.

Hal W McCoy
 Applicant *President*
Terry Freund
 Applicant *Vice President Secretary*

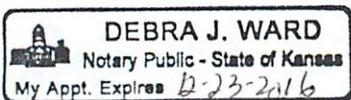
THE STATE OF Wyoming }
 COUNTY OF Sedgwick } ss.

Subscribed and sworn to before me by *Hal W McCoy & Terry Freund* this 16th day of April, 2014.

Witness my hand and official seal.

Debra J Ward
 Notary Public or Person Authorized to Administer Oath

My Commission expires: 12-23-2016



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

MDA-TZA
04/21

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 040687

FOOD LICENSE

Account # 1945/1945-1



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.

PIZZA HUT

736 YELLOWSTONE PO BOX 485

CODY, WY 82414

Expiration Date: 6/30/2014

Don Foreman

Director of Agriculture

Equal Opportunity in Employment and Services

5

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4/17/2014

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 0329

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: SUNSET HOUSE INC

Trade Name (dba): SUNSET HOUSE

Premise Address: 1651 8TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1651 8TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-2257

Fax Number: (307) 587-9286

E-Mail Address: shrestaurant@qwestoffice.net

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="padding-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="padding-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="padding-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>ALL SEVEN DAYS</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>7:00AM TO 8:00 PM</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

7' X 12' ROOM IN CENTER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)

LOT 1, LINDSEY LANE ADDITION, ZONED COMMERCIAL

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ___/___/___, located on page ___, paragraph ___ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page ___, paragraph ___ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b) 000 OMITTED

Gross Sales: \$ 1,645
Food Sales: \$ 1,588 (97 %)
Liquor Sales: \$ 62 (3 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
WILLIAM C. GARLOW				27	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
LINDSAY J. GARLOW				9		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
IVY M. GARLOW				1		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 17th day of APRIL, 2014.

Applicant

THE STATE OF WYOMING }
COUNTY OF PARK } ss.

[Signature]
Applicant

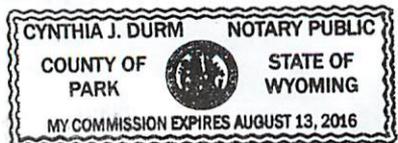
Subscribed and sworn to before me by WILLIAM C. GARLOW this 17th day of APRIL, 2014.

Witness my hand and official seal.

CYNTHIA J. DURM

Notary Public or Person Authorized to Administer Oath

My Commission expires: AUGUST 13, 2016



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



STATE OF WYOMING

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF HEALTH AND MEDICAL SERVICES
CHEYENNE, WYOMING 82002

Food Service Permit

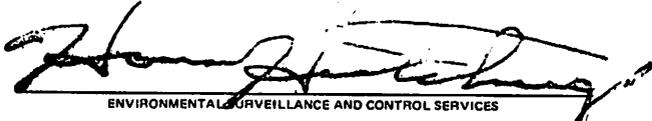
PROPERTY OF THE STATE OF WYOMING - NON-TRANSFERABLE

PLEASE POST IN A CONSPICUOUS PLACE

ACCOUNT NO. 4661 T/A. 011 PERMIT NO. 03912 DATE ISSUED 5/27/87 PERMIT EXPIRES N/A

Sunset House
Bill Garlow
1651 8th Street
Cody, Wyoming 82414

THIS PERMIT SHALL REMAIN IN
EFFECT UNLESS SUSPENDED OR
REVOKED FOR NON-COMPLIANCE
WITH THE LAWS AND STANDARDS.


ENVIRONMENTAL SURVEILLANCE AND CONTROL SERVICES


ADMINISTRATOR, DIV. OF HEALTH & MEDICAL SERVICE M.D.

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 5/15/14

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ <u>500.00</u>
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>38.00</u>

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3 & 6/10

Hearing Date: 4/17/2014

Local Licensing Number: 895

For the license term: 08/01/2014
Month Day Year

Through: 07/31/2015
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: Millstone Pizza LLC

Trade Name (dba): Millstone Pizza Co & Brewery

Premise Address: 1057 Sheridan Ave
Number & Street

Cody WY 82414 Park
City State Zip County

Mailing Address: 1057 Sheridan Ave
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: (951) 202-4708

Fax Number: () N/A

E-Mail Address: garssherjohnston@aol.com

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.**

FILING IN

CITY OF Cody

COUNTY OF _____

FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL LLC

PARTNERSHIP LLP

CORPORATION

LTD PARTNERSHIP

ASSOCIATION

ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

on-premise only

off-premise only

combination on/off premise

RESTAURANT LIQUOR LICENSE

RESORT LIQUOR LICENSE

COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

VETERANS CLUB

FRATERNAL CLUB

GOLF CLUB

SOCIAL CLUB

MICROBREWERY

WINERY

BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
open 7 days per week

HOURS OF OPERATION (e.g. 10a - 2a)
Fri - Sat 11a - 12a
Sun - Thur 11a - 10p

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES, NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If Winery or Microbrewery also list manufacturing facility. (W.S.12-4-102(a)(i):
27x33.5' Room on S end of Bldg MTKO 16' x 20' Room on W side of Bldg

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location: _____

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii)
OT Lots 21-24 Blk 52

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 3/30/2023, located on page 2, paragraph 3.1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 2, paragraph 2.2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor Sales:	\$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a) YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term)?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? New Business Open 5/15/17 YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
<u>Cory Johnston</u>				<u>1</u>	<u>100</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

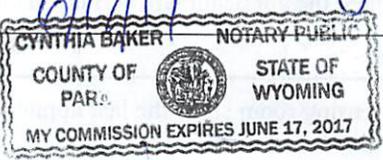
Dated this 15 day of May, 2014

[Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF Darke } SS.

Subscribed and sworn to before me by Cory Johnston this 15 day of May 2014.

Witness my hand and official seal. [Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17


FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

BUILDING LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT is made and entered into as of the ^{24th} day of April, 2013, between **WNT, LLC** ("WNT,") and **MILLSTONE PIZZA, LLC** ("MILLSTONE.")

WITNESSETH:

WHEREAS, WNT is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, MILLSTONE desires to lease THE PREMISES for use as a restaurant and sports bar; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section One: Definitions

1.1 As used in this Office Lease Agreement:

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Building Lease Agreement;
- b) "THE BUILDING" shall be used to refer to the building located at 1057 Sheridan Avenue, Cody, Wyoming;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
- e) "MILLSTONE" shall be used to refer to the entity leasing THE PREMISES; in this instance, MILLSTONE PIZZA, LLC;
- f) "WNT" shall be used to refer to WNT, LLC or its authorized agent;
- g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and
- h) "THE PREMISES" shall be used to refer to THE BUILDING more particularly described in Paragraph 2.1.

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Section Two: Subject and Purpose

2.1 WNT leases THE PREMISES more particularly described as follows: Eleven Thousand One Hundred Eighty-Six (11,186) square feet of space in THE BUILDING located at 1057 Sheridan Avenue in Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a restaurant and sports bar and for no other purpose without the written consent of WNT. WNT specifically authorizes the operation of a brewery and the sale of alcoholic beverages on THE PREMISES during the term of THIS AGREEMENT and any extension hereof. If, in the opinion of WNT, THE PREMISES, or any part thereof, are not being used in a usual and legitimate manner with respect to the conduct of such offices, WNT may give MILLSTONE written notice requiring MILLSTONE to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

Section Three: Term and Rent

3.1 WNT leases THE PREMISES to MILLSTONE for a term of ten (10) years, commencing April ~~24th~~ 2013, at 12:00 noon and terminating on March 30, 2023, at 12:00 noon, or sooner as provided herein. BASIC RENT shall begin accruing upon the opening of MILLSTONE's business at a monthly "BASIC RENT" for the first five (5) LEASE YEARS equal to the greater of either:

- \$6,991.25, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages. MILLSTONE shall provide such documents as WNT may request from time to time to evidence such gross monthly sales, and WNT shall further have the right to audit MILLSTONE's sales and financial records in order to verify such sales amounts.

All payments required herein are payable in arrears within three (3) days following the end of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, at the election of MILLSTONE, and subject to all other terms and conditions contained herein, MILLSTONE may renew THIS AGREEMENT for three (3) additional five (5) year lease terms.

3.3 Upon the expiration of the fifth (5th) LEASE YEAR, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall be increased at the beginning of the sixth (6th) LEASE YEAR in the amount of three percent (3%). By way of example: Upon the beginning of the sixth (6th) LEASE YEAR, the monthly BASIC RENT shall increase to the greater of either:

- \$7,200.99, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.



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Upon renewal of THIS AGREEMENT for one or more of the additional five (5) year lease terms, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall also be increased at the beginning of each lease renewal in the amount of three percent (3%). By way of example: upon the expiration of the tenth (10th) LEASE YEAR and the renewal of THIS AGREEMENT for the first five (5) year lease term, the BASIC RENT shall again be increased to the greater of either:

- \$7,471.02, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.

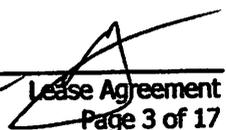
3.4 Commencing with the second LEASE YEAR, MILLSTONE shall pay to WNT the amount of Five Hundred Dollars (\$500.00) per month in addition to the payment of the BASIC RENT described above to fund a maintenance and repair depository account. Said account shall be established by WNT and shall be withdrawable or expended only upon the agreement of both WNT and MILLSTONE for the payment of capital improvements, major repairs or other RENOVATION ACTIVITIES (but not NECESSARY REPAIRS for which MILLSTONE shall be responsible).

3.5 All payments of rent shall be made by MILLSTONE to WNT without notice or demand, at such place as WNT may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by WNT in any manner other than herein specified, shall not be a waiver of the rights of WNT to insist on having all other payments of rent made in the manner and at the time herein specified.

3.6 No payment by MILLSTONE or receipt by WNT of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and WNT may accept such check or payment without prejudice to WNT's rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.7 All charges, costs and expenses which MILLSTONE is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of MILLSTONE's failure to pay such amounts, and all damages, costs and expenses which WNT may incur by reason of any default of MILLSTONE, or failure on MILLSTONE's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional rent, and, in the event of non-payment by MILLSTONE, WNT shall have the rights and remedies with respect thereto as WNT has for the non-payment of the BASIC RENT.

3.8 It is the intention of the parties that WNT shall receive the rents and all sums payable by MILLSTONE under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. MILLSTONE shall, however, be under no obligation to pay any real estate taxes, building fire or casualty insurance, principal or interest on any mortgage on THE PREMISES, or income tax payable by WNT during the term of THIS AGREEMENT.

  
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3.9 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due. In the event MILLSTONE shall not pay any and all payments when due for more than three (3) total times in any given twelve (12) month period, WNT, at WNT's option, may terminate THIS AGREEMENT.

Section Four: Taxes

4.1 WNT shall assume responsibility for all real property taxes. MILLSTONE shall be responsible for the total of all personal property taxes levied against it.

Section Five: Utilities

5.1 During the term of THIS AGREEMENT, MILLSTONE shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to MILLSTONE.

5.2 WNT shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by MILLSTONE. In the event MILLSTONE shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at MILLSTONE's expense, with such installation first being approved by WNT.

5.3 In the event MILLSTONE shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently located on THE PREMISES, all design and installation shall be supervised and approved by WNT or WNT's agents.

Section Six: Insurance

6.1 WNT shall keep THE BUILDING insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 MILLSTONE shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of MILLSTONE. WNT shall have no responsibility for the loss of any personal property of MILLSTONE maintained on THE PREMISES.

6.3 MILLSTONE, at MILLSTONE's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars



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(\$100,000.00) for property damage which may occur as a result of MILLSTONE's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." MILLSTONE further agrees to indemnify and hold WNT harmless from all claims for personal injuries, death and property damages which occur as the result of MILLSTONE's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by MILLSTONE or any contractor selected by or for MILLSTONE.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by WNT, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to WNT upon execution of THIS AGREEMENT, and before any occupancy, possession or renovation of THE PREMISES.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of MILLSTONE under the terms of THIS AGREEMENT, MILLSTONE shall deliver to WNT evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without thirty (30) days prior written notice to WNT.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name both WNT and MILLSTONE as insureds.

Section Seven: Renovation Activities

7.1 The parties acknowledge that MILLSTONE will be conducting significant RENOVATION ACTIVITIES to THE PREMISES prior to the commencement of MILLSTONE's business operations. WNT shall contribute to such RENOVATION ACTIVITIES the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00), which amount WNT shall pay to MILLSTONE or MILLSTONE's designee upon presentment of invoices for such RENOVATION ACTIVITIES, together with lien waivers for the same signed by the contractors and materialmen to be paid. With the prior written consent of WNT, the aforementioned Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) may also be used for the purchase of certain capital equipment that is to be affixed to THE PREMISES and which shall remain following any expiration or earlier termination of THIS AGREEMENT; no portion of said funds shall be used for equipment that is not to be an affixture to THE PREMISES. Any expenses incurred for such RENOVATION ACTIVITIES in excess of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) shall be the responsibility of and shall be paid directly by MILLSTONE. Upon the completion of such RENOVATION ACTIVITIES, MILLSTONE agrees to accept THE PREMISES "as is," without calling upon WNT to make any further expenditures or to perform any work for the preparation of THE PREMISES for MILLSTONE's intended use.

7.2 MILLSTONE shall not order or permit any RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of WNT, which consent shall be in WNT's sole discretion. All RENOVATION

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ACTIVITIES performed on THE PREMISES and all additions, improvements, fixtures (or equipment affixed to THE PREMISES in accordance with Section 7.1 above), and installations which were placed on THE PREMISES by MILLSTONE shall be made in accordance with all applicable laws and, except as otherwise agreed in writing between WNT and MILLSTONE, shall at once when made or installed be deemed to have attached to THE PREMISES and become the property of WNT and shall remain for the benefit of WNT at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if, prior to the termination of THIS AGREEMENT or within fifteen (15) days thereafter, if WNT so directs, MILLSTONE shall promptly remove the additions, improvements, fixtures (or affixed equipment), and installations which were placed on THE PREMISES by MILLSTONE and which are designated in said notice and repair any damage occasioned by such removal, and, in default thereof, WNT may effect said removal and repairs at MILLSTONE's expense. If WNT consents to any such RENOVATION ACTIVITIES as herein provided, then MILLSTONE shall indemnify and hold WNT harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event MILLSTONE shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by WNT or WNT's agents.

7.4 MILLSTONE shall indemnify and hold WNT harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to MILLSTONE in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 MILLSTONE will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to MILLSTONE, provided that MILLSTONE shall have the right to contest the validity of any lien or claim if MILLSTONE shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, MILLSTONE shall immediately pay any Judgment rendered against MILLSTONE with all proper costs and charges and shall have such lien released without cost to WNT.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to MILLSTONE's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by MILLSTONE, at MILLSTONE's sole cost and expense, upon first contacting WNT for approval of the same.



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Section Eight: Repairs

8.1 MILLSTONE shall keep both the interior and exterior of THE PREMISES in a clean and operational condition; shall repair all damages or normal wear and tear done to THE PREMISES in the course of MILLSTONE's use thereof, including but not limited to the heating, air conditioning, electrical, water, sewer, landscaping, and lighting systems, occasioned by the fault or negligence of MILLSTONE or by the employees or patrons of MILLSTONE; and shall maintain all systems in good condition to prevent any decay or deterioration of THE PREMISES. MILLSTONE shall further provide all incidental items necessary for operation of THE PREMISES.

8.2 WNT shall make NECESSARY REPAIRS to THE PREMISES and structural systems (e.g. foundations, walls, roofs, floor structures, HVAC systems and the like) which are not occasioned by the negligence or fault of MILLSTONE, or MILLSTONE's employees or patrons. Upon reasonable notice from WNT to MILLSTONE, WNT may further enter THE PREMISES at any reasonable hour to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of WNT.

8.3 All maintenance and repairs made by MILLSTONE shall be at least equal in quality and class to the original work.

Section Nine: Unlawful or Dangerous Activity

9.1 MILLSTONE shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct MILLSTONE's business in a manner constituting a nuisance of any kind. MILLSTONE shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 MILLSTONE shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of WNT. Should WNT approve of the use or storage of any hazardous material, MILLSTONE shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. MILLSTONE hereby agrees to hold WNT harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by MILLSTONE. Should MILLSTONE fail to notify and obtain WNT's pre-approval for the use or storage of any hazardous material, WNT may, at its option, terminate this LEASE AGREEMENT upon three (3) days notice to MILLSTONE.

9.3 MILLSTONE and MILLSTONE's employees or agents shall refrain from smoking within THE BUILDING on THE PREMISES.

Section Ten: Indemnity

10.1 MILLSTONE shall indemnify and hold WNT harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or

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corporations, arising from any work, activity or thing whatsoever done by or on behalf of MILLSTONE, in or about THE PREMISES, and shall further indemnify and hold WNT harmless against and from any and all claims arising from any breach or default on the part of MILLSTONE in the performance of any covenants or agreement on the part of MILLSTONE to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of MILLSTONE, or any of MILLSTONE's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against WNT by reason of any such claim, MILLSTONE, upon notice from WNT, covenants to resist or defend, at MILLSTONE's expense, such action or proceeding by legal counsel satisfactory to WNT.

Section Eleven: Default or Breach

11.1 In the event of any failure of MILLSTONE to pay any rental or other sums when due hereunder, or MILLSTONE's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by MILLSTONE, for more than five (5) days after notice of such default shall have been given to MILLSTONE (or other length of time if specified herein to the contrary) or, if MILLSTONE shall suffer THIS AGREEMENT to be taken under any writ of execution, then WNT, besides other rights or remedies WNT may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of MILLSTONE, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. WNT shall not be required to remove any property, personal or otherwise, whether such property is WNT's or MILLSTONE's, from THE PREMISES. MILLSTONE's performance of the terms, conditions and covenants of THIS AGREEMENT shall further be secured by MILLSTONE's City of Cody Bar and Grill Liquor License in accordance with the Security Agreement executed contemporaneously herewith; and, upon any default by MILLSTONE in performing any of the terms, conditions or covenants of THIS AGREEMENT, WNT may— at its sole option and in its discretion—execute said Security Agreement in order to recover MILLSTONE's City of Cody Bar and Grill Liquor License.

11.2 If WNT, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then WNT may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental rate and upon such other terms and conditions as WNT in WNT's sole

discretion may deem advisable. Upon such re-letting, all rentals received by WNT from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from MILLSTONE to WNT, including but not limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;
- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by WNT and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by MILLSTONE hereunder, then MILLSTONE shall pay any such deficiency to WNT. At WNT's option, such deficiency may be calculated and payment of such deficiency demanded on a monthly basis or in a single lump sum. No re-entry or taking possession of THE PREMISES by WNT shall be construed as an election on WNT's part to terminate THIS AGREEMENT unless a notice of such intention be given to MILLSTONE or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, WNT may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should WNT at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies WNT may have, WNT may recover from MILLSTONE all damages WNT may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to the rent set forth in THIS AGREEMENT 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 MILLSTONE to WNT.

11.3 In addition to any other remedies WNT may have at law or equity and/or under THIS AGREEMENT, MILLSTONE shall pay upon demand all of WNT's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by WNT, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS AGREEMENT, or for any other relief against MILLSTONE. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If MILLSTONE shall become bankrupt or file any debtor proceedings, or take or have taken against MILLSTONE, in any Court pursuant to any statute either of the



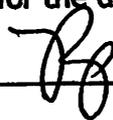
United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of MILLSTONE's property, or, if MILLSTONE makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then and in that event THIS AGREEMENT shall, at the option of WNT, be canceled and terminated, and any party claiming on behalf of MILLSTONE shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by WNT, at any time when MILLSTONE is in default under such covenant or condition hereof, be construed as a waiver of such default or of WNT's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by WNT to MILLSTONE be taken as an estoppel against WNT, it being expressly understood that if, at any time MILLSTONE shall be in default in any of its covenants or conditions hereunder, an acceptance by WNT of rental during the continuance of such default or the failure on the part of WNT promptly to avail itself of such other rights or remedies as WNT may have, shall not be construed as a waiver of such default, but WNT may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to WNT by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which WNT might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by WNT shall not impair WNT's standing to exercise any other right or remedy.

Section Twelve: Destruction of the Premises

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damaged to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at MILLSTONE's option, shall terminate, and any prepaid, unearned rental—~~together with the balance of the maintenance and repair depository account described in Section 3.4 above—~~shall be refunded to MILLSTONE. If during the first twenty (20) days following such damage or destruction, MILLSTONE agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and WNT shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the rental shall abate for such length of time during the period of replacement that MILLSTONE is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, WNT shall, at WNT's option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as they were prior to the damage, and MILLSTONE shall pay rent to WNT for the damaged PREMISES should they

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be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then the rent shall abate during such time period. In the event that WNT and MILLSTONE cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by WNT and MILLSTONE, shall make the said determination.

12.2 WNT shall not be responsible for any claim, cause of action, damage, cost or expenses in the event MILLSTONE's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

Section Thirteen: Condemnation

13.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, THIS AGREEMENT shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof shall not cease or terminate, but the rent payable after the date on which MILLSTONE shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by MILLSTONE as the parties may agree.

13.3 In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to WNT without any deduction therefrom for the value of the unexpired term of THIS AGREEMENT or for any other estate or interest in THE PREMISES now or later vested in MILLSTONE. MILLSTONE assigns to WNT all of MILLSTONE's right, title and interest in any and all such awards.

13.4 In case of any governmental action not resulting in the taking or condemnation of any portion of THE PREMISES but creating a right to compensation therefore or, if less than a fee title to all or any portion of THE PREMISES shall be taken or condemned by any governmental authority for temporary use or occupancy, the rental shall be reduced in proportion to the part of THE PREMISES which was taken or condemned by said government action.

Section Fourteen: Subordination

14.1 THIS AGREEMENT and all rights of MILLSTONE hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. MILLSTONE shall on demand execute, acknowledge and deliver to WNT, without expense to WNT, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if MILLSTONE shall fail at any time to execute, acknowledge and deliver any such subordination instrument, WNT, in addition to any other remedies available in consequence

thereof, may execute, acknowledge and deliver the same as MILLSTONE's attorney in fact and in MILLSTONE's name. MILLSTONE hereby irrevocably makes, constitutes and appoints WNT, WNT's successors and assigns, as MILLSTONE's attorney in fact for that purpose.

Section Fifteen: Lessor's Right to Perform

15.1 If MILLSTONE shall at any time be in default of the terms hereunder, WNT may cure such default on behalf of MILLSTONE, in which event MILLSTONE shall reimburse WNT for all sums paid to effect such cure, together with interest at the rate of eighteen percent (18%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, WNT shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

Section Sixteen: Lessor's Right of Access

16.1 MILLSTONE shall permit WNT or WNT's agents to inspect or examine THE PREMISES at any reasonable time and shall permit WNT to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES that WNT may deem necessary or which MILLSTONE has covenanted herein to do and has failed so to do, without the same being construed as an eviction of MILLSTONE, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of MILLSTONE's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, WNT shall give MILLSTONE ten (10) days notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, MILLSTONE shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

16.2 If MILLSTONE shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, WNT or WNT's agents may enter THE PREMISES by a master key, or may forcibly enter THE PREMISES, without rendering WNT or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 WNT's right of entry or re-entry shall not be deemed to impose upon WNT any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

Section Seventeen: Lessee's Right of Access

17.1 MILLSTONE shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

 
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Section Eighteen: Reserved

Section Nineteen: Assignment and Subleasing

19.1 MILLSTONE shall not assign, mortgage or encumber THIS AGREEMENT or sublet, underlet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of WNT in each instance. The sale or transfer of stock control, if MILLSTONE is or becomes a corporation, shall be deemed an assignment of THIS AGREEMENT, unless such sale or transfer results from the death of a stockholder of MILLSTONE. Any consent by WNT to an assignment or subletting shall not in any manner be construed to relieve MILLSTONE, any assignee or sublessee from obtaining the consent in writing of WNT to any further assignment or subleasing.

19.2 MILLSTONE shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless WNT shall expressly waive WNT's rights against MILLSTONE to THIS AGREEMENT in writing prior to said sublease.

Section Twenty: Notice

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

Section Twenty-One: Surrender of Possession

21.1 MILLSTONE shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to MILLSTONE herein, peaceably and quietly surrender and deliver THE PREMISES to WNT, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by MILLSTONE, all in good condition and repair.

Section Twenty-Two: Signs

22.1 MILLSTONE shall not, without WNT's written consent, place or erect any signs of any nature on any part of THE PREMISES or the interior or exterior of THE BUILDING. In the event WNT shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to WNT's absolute right of approval.



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Section Twenty-Three: Sale of Premises

23.1 In the event that WNT should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, the sale of THE PREMISES shall not affect the then-current term of THIS AGREEMENT or the renewal options described herein.

23.2 WNT and MILLSTONE each acknowledge that they shall a Right of First Refusal on the business and the company assets of the other which shall be pursuant to that Agreement for Right of First Refusal which shall be effective contemporaneous with the execution hereof.

Section Twenty-Four: Miscellaneous Provisions

24.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

24.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between WNT and MILLSTONE. WNT and MILLSTONE expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between WNT and MILLSTONE other than the relationship of landlord and tenant.

24.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

24.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of WNT and MILLSTONE. Each term and provision of THIS AGREEMENT to be performed by MILLSTONE shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of MILLSTONE is not intended to constitute a consent to assignment by MILLSTONE but has reference only to those instances in which WNT may have given written consent to a particular assignment.

24.5 MILLSTONE acknowledges that WNT and WNT's agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and MILLSTONE acknowledges that WNT, WNT's agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

24.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge

THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

24.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

24.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

24.9 The following layered dispute resolution provisions shall apply to THIS AGREEMENT:

- a) **Good Faith Negotiation.** The parties hereto agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to THIS AGREEMENT (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship, with the parties hereto further agreeing to participate directly in the negotiations. Unless otherwise agreed in writing, WNT and MILLSTONE shall have five (5) business days from the date of any Notice provided pursuant to Section 13.13.6 to begin such negotiations and fifteen (15) business days from the date of such Notice to complete such negotiations.
- b) **Mediation.** If the negotiations described in Section 24.9(a) above do not occur, or if such negotiations do not conclude with a mutually agreeable solution within that time frame (or any extension thereto which is amenable to all parties), the parties hereto agree to mediate any Dispute. If the parties to the Dispute cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider and the two persons selected shall then choose a third person who shall serve as mediator. The parties to THIS AGREEMENT shall participate directly in the mediation process and shall be present throughout the same, which mediation shall commence no later than forty-five (45) days from the date of any Notice. The parties agree that any

mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the Wyoming Rules of Civil Procedure, and they further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship without the unnecessary expenditure of time or resources.

- c) **Arbitration.** If the mediation described in Section 24.9(b) above does not conclude with a final settlement agreement between the parties to the Dispute, then the parties shall be free to pursue other dispute resolution options, including litigation or arbitration.
- d) **Costs.** The parties to the Dispute shall share the mediator's fees equally. If the Dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs.
- e) **Attorney's Fees.** If the Dispute is arbitrated, then the prevailing party in such arbitration may, in the arbitrator's discretion, be entitled to an award of attorney's fees incurred in arbitrating the Dispute.
- f) **Notice of Dispute.** The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to identify the parties to the Dispute and to apprise other parties of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and if unsuccessful, mediation. The date of the Notice shall be the triggering date upon which the time deadlines in this Section 24.9 will be calculated.

Section Twenty-Five: Authority of Signatories

25.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he is signing with full and complete authority granted by the limited liability company represented herein. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon WNT and MILLSTONE in accordance with the terms and conditions of THIS AGREEMENT.

Section Twenty-Six: Time of the Essence

26.1 Time is of the essence in all provisions of THIS AGREEMENT.

 
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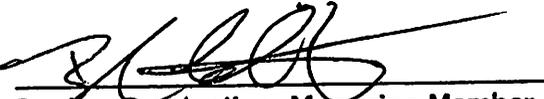
IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

WNT, LLC

By:


Richard Petersen, Managing Member

By:


Bradley Constantine, Managing Member

MILLSTONE PIZZA, LLC

By:


Gary Johnston, Manager

The undersigned hereby personally guarantees that MILLSTONE will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. WNT shall have the right to require the performance of the personal guarantor in place of the performance of MILLSTONE without first having requested such performance by MILLSTONE.


Gary Johnston

4-24-19
Date

J:\usordata\corp & llc files\companies\millstone real estate (rika wnt, llc)\lease agreement (4-16-13).docx

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 15 / 2014

	Annual Fee
Basic Fee	\$ 500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 856

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: PAT O'HARA BREWING COMPANY LLC

Trade Name (dba): PAT O'HARA BREWING COMPANY

Premise Address: 1019 15TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1019 15TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 899-3673 *586-5410*

Fax Number:

E-Mail Address: teeth@ven.com *patoharabrewing@gmail.com*

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION
- LOCATED WITHIN 5 MILES OF CITY (County License only)
- LLC
- LLP

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

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

Mon / Wed - Sat

HOURS OF OPERATION (e.g. 10a - 2a)

11:00 AM 12:00 AM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

36' X 50' ROOM IN EAST PORTION OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

MFG: SAME AS DISPENSING ROOM

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

O.T. THE N 50' OF LOTS 31 & 32, BLK 8, ZONE D-2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 01/17/2017, located on page 2, paragraph 4 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 3, paragraph 8 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (%)
Liquor Sales: \$ _____ (%)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) Brewery operational 2-15-14 23 bbl produced since operations YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES	NO	YES	NO
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES	NO
<u>Leonard R Moore</u>				<u>2</u>	<u>95%</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <u>1980</u>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 13th day of April, 2014.

Leonard R Moore
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

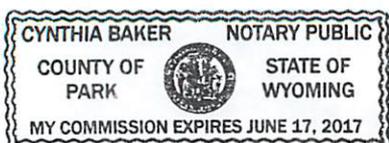
Applicant

Subscribed and sworn to before me by Leonard Moore this 15 day of April, 2014.

Witness my hand and official seal.

Arthur Paul
Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located and in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

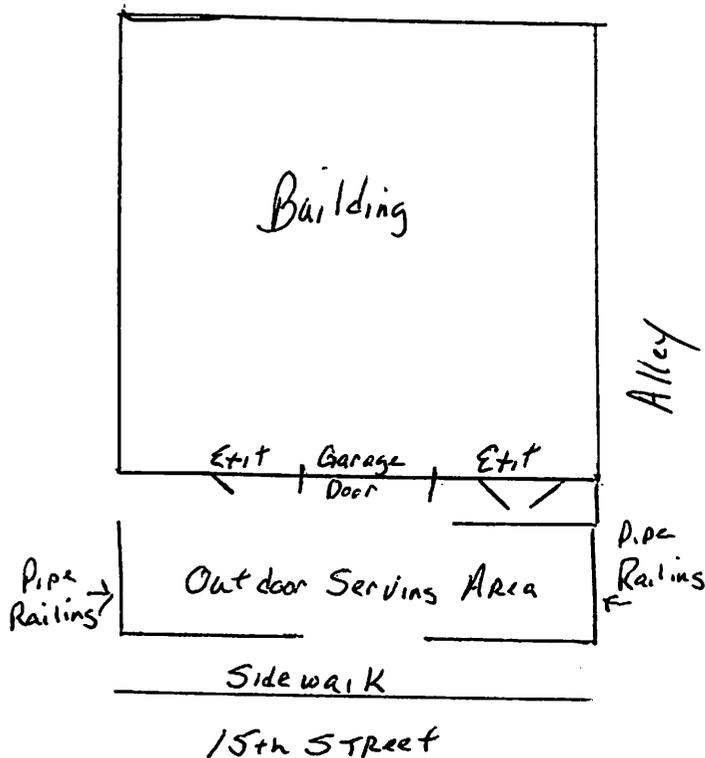
If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Pat O'Hara Brewing Co LLC

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:



LEASE

THIS LEASE made and executed on this 17th day of January, 2012 by and between The Charles H. Stump Family Trust, dated May 14, 1998, of 96 Southfork Road, Cody, Wyoming, (Charles Howard Stump and Esther Janice Stump, trustees, or any other trustees designated) ("LESSOR"), and Pat O'Hara Brewing Company, L.L.C, a company registered in the State of Wyoming and located in the City of Cody, Wyoming at address 1019 15th St (D.S.) ("LESSEE").

1. DESCRIPTION OF PREMISES

LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the building and property (the "Leased Premises" or "Premises") located at 1019 15th Street in Cody, Wyoming, described as follows:

The North 50 feet of Lots 31 and 32, Block 8, Original Town (now City) of Cody, Park County, Wyoming, together with all and singular the tenements, hereditaments, and appurtenances thereon or hereunto belonging or in anywise appertaining.

2. RENTAL CHARGE

A. LESSEE agrees to pay to LESSOR as rental for the term of This Lease, at 96 Southfork Road or such other place as the LESSOR may designate from time to time, the sum of One Thousand dollars (\$1000.00) per month. If, in any month, the payment exceeds the stated monthly amount, the amount in excess will be applied to the following month(s). Regular monthly rental payments of the full stated monthly amount shall be due and payable on the 17th day of each month.

B. If the rent required to be paid herein, or any part thereof is not paid within ten (10) days of the due date, written notice will be sent or delivered to LESSEE. If said default in payment continues for five (5) days after written notice of default, LESSOR may declare This Lease in default, and proceed to pursue their remedies at law. If LESSEE remains in possession of the Premises for more than three (3) days after the lawful termination of This Lease, LESSEE shall be deemed guilty of unlawful retainer, hereby confesses judgment thereto, and is subject to the remedies provided by law in such cases.

3. DEPOSIT

Prior to taking possession of the Premises LESSEE agrees to pay a security deposit of \$1000.00 along with the first and last month's rent for a total of \$3000.00 and must show that utility and gas deposits

have been made and said utility and gas services have been placed in LESSEE'S name, at which time two (2) sets of keys to the Premises will be given to LESSEE. In the event LESSEE vacates the Premises, the security deposit may or may not be returned in part or in full, at the discretion of the LESSOR, depending on the condition of the "Leased Premises".

4. TERM

A. The term of This Lease shall be five (5) years.

B. Holding over or continuation of any business by LESSEE after the expiration of This Lease shall be considered to be a renewal or extension of This Lease, with the length of such additional term being one month, providing the rent is paid when due. In the event of such holdover, LESSOR reserves the right to reasonably increase the monthly rental charge. A new lease with a term of not less than one (1) year must be negotiated, executed and signed by LESSOR and LESSEE within 30 days of the termination of This Lease.

5. TERMINATION

A. Either LESSOR or LESSEE may terminate This Lease for cause at any time by delivering a written 30-day notice stating the reason for such termination. When vacating the Premises, LESSEE agrees to leave Leased Premises in as good or better condition as when he/she moved into it. Floors, cabinets, cupboards, and all equipment and fixtures will be in good repair and clean. All light bulbs and or fluorescent tubes shall be in place and in working order and keys will be returned. Walls and woodwork will be clean, garbage and refuse will be removed. Any damage to Leased Premises will be repaired. All keys to the premises provided by LESSOR, and all copies thereof shall be surrendered to LESSOR. Any permanent fixtures or additions made to Leased Premises by LESSEE, except as noted in Paragraph 9, will become a part of the Leased Premises and, as such, will remain on the Premises when LESSEE vacates unless previous written agreements have been made between LESSOR and LESSEE.

6. DEFAULT

A. LESSOR'S Right to Terminate Lease: In the event of LESSEE'S default as stated herein, LESSOR, after notice as required in paragraph 2, at his/her option, without further notice, may terminate This Lease and any and all interest of LESSEE and may thereupon immediately re-enter and take possession of the Leased Premises. When vacating the Leased Premises, LESSEE shall leave Leased Premises as stated in paragraph 5A.

B. LESSOR Remedies Cumulative: Each and all of the remedies given to LESSOR in This Lease or by law shall be cumulative, and the exercise of one right or remedy by LESSOR shall not impair his/her right to exercise any other right or remedy.

7. OCCUPANCY AND ACCEPTANCE OF PREMISES

By entering into and occupying the Leased Premises, LESSEE shall be deemed to acknowledge that the Leased Premises are in good order and repair.

8. USE OF PREMISES

A. Purpose: LESSEE shall use the Leased Premises for the purpose of conducting a micro-brewery, bar, restaurant, and brew pub and no part of the Leased Premises shall be used for any other purpose without the prior written consent of the LESSOR.

B. Legal Use and Insurance Compliance: LESSEE shall make no offensive or unlawful use of the Leased Premises or any part thereof, or cause or permit any offensive or unlawful use to be made of the Leased Premises or any part thereof by any party. LESSEE shall not use the Leased Premises or any part thereof, or permit any act whatsoever to be done on the Leased Premises, in a manner that will violate or make void or inoperative any policy of insurance held by LESSOR.

C. Maintenance of Premises. LESSEE shall at all times maintain the Premises in a clean, neat, and orderly condition.

D. Use Impairing Structural Strength: LESSEE shall not permit the Leased Premises or any part thereof to be used in any manner that will impair the structural strength or permit the installation of any machinery or apparatus, the weight or vibration of which may tend to injure or impair the foundations or structural strength thereof.

E. Garbage Disposal. LESSEE shall cause all containers, rubbish, garbage, and debris accumulated therein to be hauled away from the Leased Premises for disposal prior to the accumulation of any substantial quantity.

F. Public Regulation. In the conduct of his business in and about the Leased Premises, LESSEE shall observe and comply with all laws, ordinances, and regulations of public authorities.

9. ALTERATIONS, CHANGES AND ADDITIONS

A. No structural changes, alterations, or additions shall be made by the LESSEE without the prior written consent of LESSOR, and any such structural change, alteration or addition to or on the Leased Premises shall remain for the benefit of and become the property of LESSOR, unless otherwise provided in the written consent by LESSOR. Any changes, alterations, or additions to the Premises which LESSORS do not want to remain and LESSEES do not wish to take shall be removed by LESSEES at LESSEES' expense and Premises shall be returned to the same or better condition than before the installation of same within 30 days of the termination of This Lease.

B. Special fixtures and equipment pertaining exclusively to the brewery, restaurant, or brew pub business conducted on the Premises (brewing equipment and kitchen equipment, such as stoves, sinks, and vents) shall not be deemed permanent fixtures for the purpose of This Lease. When said equipment is removed, repairs shall be made to the Premises to return it to the same or better condition than before the equipment was installed. Said equipment shall be removed and said restoration/repairs shall be completed within 30 days of the termination of This Lease.

10. CLAIMS OF LESSEE

All claims against LESSOR for any damages or injury are hereby expressly waived by LESSEE, except those claims occasioned by LESSOR'S neglect or failure to make repairs for which LESSOR is responsible under This Lease after due written notice thereof by LESSEE. LESSEE shall indemnify LESSOR for any and all claims for any damages or injury except claims based upon LESSOR'S own neglect or failure to make repairs for which LESSOR is responsible under This Lease after due written notice.

11. CASUALTY DAMAGE; REPAIR; ABATEMENT OF RENT

In the event of partial damage or destruction of the Leased Premises, LESSEE shall continue to utilize the Premises for the operation of his business to the extent that it may be practical to do so from the standpoint of good business. Either party shall have the right to terminate This Lease, if the Leased Premises are damaged to the extent to exceeding two-thirds (2/3) of the then reconstructed cost of such building as a whole. If the Leased Premises shall be damaged or destroyed by fire, or by any other cause whatsoever beyond LESSEE'S control, LESSOR may, immediately on receipt of insurance proceeds paid in connection with such casualty insurance, but in no event later than thirty (30) days after such damage

has occurred, proceed to repair or rebuild the same, on the same plan and design as existed immediately before such damage or construction occurred, excluding any additions put in place by LESSEE which are property of LESSEE. In the event LESSEE continues to conduct his/her business during the making of repairs, the monthly rental shall be equitably reduced in the proportion that the unusable part of the Leased Premises bears to the whole thereof. No rent shall be payable while the Leased Premises are wholly unoccupied during the repair of casualty damage.

12. REPAIRS GENERALLY

A. By LESSOR. LESSOR shall keep and maintain the roof and exterior walls of the Leased Premises in good repair at all times, and will further keep and maintain all underground plumbing in good order and repair, but not including the repair of plumbing stopped up by reason of foreign matter introduced into the plumbing fixtures, and not including sink washers, and will further keep and maintain the heating system in good order and repair, except any damage caused by the negligence of LESSEE, his/her employees, agents, invitees, and customers. There shall be no obligation on the part of LESSOR to make any of the repairs required in this section unless and until LESSEE gives LESSOR at least five (5) days written notice, advising LESSOR of the necessity of the repair or repairs, and LESSOR shall not be liable to LESSEE for any loss or damage caused by any failure of LESSOR to make any repairs required of them hereunder unless LESSOR, on receipt of such notice, shall fail to proceed with due diligence to make such repair or repairs. The phrase "exterior walls" as herein used shall not be so construed as to require LESSOR to make repairs to the interior surfaces thereof, except as provided herein.

B. By LESSEE. LESSEE shall, at his/her own expense, keep and maintain the interior of the Leased Premises, including but not limited to, exterior entry and exit doors, in good order, condition and repair and in compliance with all laws and regulations applicable thereto, during the entire term of This Lease, except for those repairs required of the LESSOR to be made and damage occasioned by fire, wind, or other cause or causes as provided for in paragraph 8 hereof. Glass and glazing shall be the responsibility of LESSEE for any damage caused by the negligence of LESSEE, his/her employees, agents, invitees, customers. LESSEE shall maintain the area in front of and on the sides and back of the building in good condition, keeping all weeds removed and keeping the sidewalk clean and free of debris, and keeping sidewalk clear and clean of snow. LESSEE shall be responsible for repairs to water meter and pipes in the event of freezing, unless it is due to malfunctioning of heating system due to the fault of LESSORS.

C. LESSEE to Employ Safety Equipment and Procedures. LESSEE shall establish, buy, keep and maintain such safety equipment and procedures as in industry practice and standard and shall use and employ such equipment and procedures at all relevant times.

13. UTILITIES

LESSEE shall pay deposits on any utilities which require such deposits, and shall pay, before delinquency, all charges for gas, water, electricity, garbage, sewer, telephone service, internet service and other similar charges incurred by LESSEE, with respect to and during his/her occupancy of the Leased Premises, and shall pay residual charges pertaining to his/her occupancy upon vacating the Leased Premises.

14. TAXES

A. By LESSOR. LESSOR shall pay all taxes levied on Real Property.

B. By LESSEE. LESSEE shall pay before delinquency all taxes levied or assessed on LESSEE'S fixtures, equipment, and personal property in and on the Leased Premises, whether or not affixed to the real property

15. INSURANCE

A. Insurance Companies. All policies of insurance to be kept and maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies.

B. LESSEE to Obtain Liability Insurance. LESSEE shall, at his/her own expense, at all times during the term of This Lease, maintain in force a policy or policies of insurance written by one or more responsible insurance carriers, which will insure LESSOR and LESSEE against liability for injury to or death of persons or loss or damage to property occurring in or about the Leased Premises due to any negligence, action or inaction by LESSEE, his/her employees, agents, invitees, and customers, or due to the use of any equipment or structures related to business of LESSEE by his/her employees, agents, invitees and customers. The liability under such insurance shall not be less than \$500,000 for personal injury and one accident, and \$200,000 property damage.

C. LESSOR to Obtain Liability Insurance. LESSOR shall maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will insure LESSOR against

liability for injury to or death of persons or loss or damage to property occurring in or about the Leased Premises due to any negligence or action by LESSOR. The liability under such insurance shall not be less than \$500,000 for personal injury and one accident, and \$200,000.00 property damage.

D. LESSEE to Obtain Fire Insurance on His/Her Fixtures and Inventory. LESSEE shall, at their own expense, at all times during the term of This Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, on all fixtures and equipment owned by LESSEE or leased, borrowed or rented from someone other than LESSOR, to the extent of at least eighty percent (80%) of the insurable replacement value thereof, and an adequate inventory insurance on all merchandise owned or consigned by LESSEE.

E. LESSOR to Obtain Fire Insurance on Premises. LESSOR shall maintain in force, at all times during the term of This Lease, a policy or policies of fire and other casualty insurance to the extent of at least eighty percent (80%) of the insurable value of the building.

F. Waiver of Casualty Insurance Proceeds. In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, LESSEE shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by LESSOR, or where LESSOR is named as the sole beneficiary, and shall execute any and all documents required by LESSOR or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

LESSOR shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by LESSEE, or where LESSEE is named as the sole beneficiary, and shall execute any and all documents required by LESSEE or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

G. LESSEE'S Failure to Insure. LESSEE shall, upon request, provide evidence of liability insurance to LESSOR. Should LESSEE fail to keep in effect and pay for such insurance as it is in this section required to maintain, LESSOR may declare this contract in default.

16. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST

The LESSEE may not transfer, assign, or otherwise convey This Lease or any part thereof, or pledge as security for any loan or otherwise encumber the lease in any manner whatsoever.

17. LESSEE'S NOTICE OF WORK TO BE PERFORMED

A. Notice: LESSEE shall serve a written notice on LESSOR at least five (5) days prior to permitting any work involving repairs, improvements, construction and the like to be commenced in or on the Leased Premises.

B: Liens and Encumbrances. LESSEE shall indemnify LESSOR and the Premises herein leased and all improvements placed thereon against all claims, liens, claims of lien, demands, charges, encumbrances, or litigation arising directly or indirectly out of or by reason of any work or activity of LESSEE on the Leased Premises, and shall reimburse LESSOR for all loss damage, and exposures, including any court costs, reasonable attorney's fees, or other incidental costs which they may suffer or be put to by reason of any such claims of lien, demand, charges, or encumbrances or litigations.

18. LESSOR' RIGHT OF INSPECTION AND ACCESS

LESSOR shall have access to the Leased Premises and each part thereof, during LESSEE'S regular business hours, for the purpose of inspecting the same, making repairs, and posting notices, which LESSOR may deem to be for the protection of LESSOR or the Leased Premises.

If LESSEE changes the existing locks on the Premises, or adds any additional locks thereto that would prevent LESSOR access to Premises, LESSEE must provide a set of keys for each new lock to LESSOR. LESSOR will not use said keys to access the Premises without the prior notification and consent of LESSEE except to provide access to emergency or law enforcement personnel for bonafide reasons.

19. EXPENSES OF ENFORCEMENT

Should the LESSOR incur any expense in enforcing any provision of This Lease, LESSEE shall pay to the LESSOR all expenses so incurred, including reasonable attorney's fees.

20. PARTIES BOUND

Each and every provision of This Lease shall bind and shall inure to the benefit of the parties hereto and his/her legal representatives.

21. NOTICES

All notices or demands of any kind which LESSOR may be required or may desire to serve on LESSEE under the terms of This Lease may be served on LESSEE (as an alternative to personal service) by leaving a copy of such demand or notice, or my mailing a copy thereof, by certified mail, postage prepaid, addressed to LESSEE at the Leased Premises or at his residence wherever that may be. Service shall be deemed complete at the time of the leaving of such notice as aforesaid, or within four (4) days of mailing of same. All notices and demands from LESSEE to LESSOR may be similarly served on LESSOR at 96 Southfork Road, Cody, Wyoming 82414.

22. REMOVAL OF LESSEE'S PROPERTY

If the LESSEE shall fail to remove all effects from said Premises upon the abandonment thereof or upon the termination of This Lease for any cause whatsoever, the LESSOR, at his/her option, may remove the same in any manner they choose, and store the said effects without any liability to the LESSEE for loss thereof, and the LESSEE agrees to pay the LESSOR on demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the LESSOR'S possession; or the LESSOR, at his/her option, without notice, may sell said effects, at private sale and without legal process, for such prices as the LESSOR may obtain, and apply the proceeds of such sale upon the amounts due under This Lease from the LESSEE to the LESSOR and upon the expense incident to the removal and sale of said effects, rendering the surplus, if any, to the LESSEE.

23. QUIET POSSESSION

The LESSOR shall warrant and defend the LESSEE in the enjoyment and peaceful possession of the Premises during the term aforesaid.

24. GOVERNING LAWS

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Wyoming.

25. RELATIONSHIP OF PARTIES

Nothing contained in This Lease shall be deemed or construed to create the relationship of principal and agent or a partnership or a joint venture, or any association whatsoever between the LESSOR and LESSEE, it being expressly understood and agreed that neither the computation of rental nor any provisions contained in This Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the LESSOR and LESSEE other than the relationship of landlord and tenant.

26. CAPTIONS FOR CONVENIENCE; NOT PART OF LEASE

The captions of This Lease are for convenience only, and are not part of the lease, and do not in any way limit or amplify the terms hereof.

27. REPRESENTATION

LESSEE acknowledges that LESSOR and his/her agents have made no representations or promises with respect to the Leased Premises or making or entering into This Lease, except as herein expressly set forth.

28. RIGHT OF FIRST REFUSAL

In the event that LESSOR receives a bonafide offer to purchase the Leased Premises during the term of this lease, and the offer to purchase shall be satisfactory to LESSOR; LESSOR shall give LESSEE the opportunity to purchase the Premises at the price upon the terms of the offer so made and agreed upon, providing LESSEE is and has not been in default at any time during the previous 12 months. This privilege shall be given by written notice sent to the LESSEE by registered mail, requiring the LESSEE to accept the offer in writing and to sign a suitable contract to purchase the Premises within thirty (30) days after the mailing of the notice. The failure of LESSEE to accept the offer to purchase or sign a contract within the period provided shall nullify and void the privilege to LESSEE, and LESSOR shall be at liberty to sell the Premises to any third person, firm or corporation subject to This Lease and any renewals or extensions thereof. This right of first refusal shall not apply to any transfer to the heirs of the LESSOR. The LESSOR'S heirs, in the event of such transfer, shall otherwise continue to be bound by this agreement.

29. FAILURE TO ASSERT

Failure to assert any of the rights created by This Lease or by any laws of the State of Wyoming shall not constitute waiver of these rights.

30. SEVERABILITY

In the event that a court of law finds any portion of This Lease to be invalid or unenforceable, the remainder of This Lease shall remain in full force and effect.

31. ENTIRE AGREEMENT

This Lease contains all of the agreements and representations between the parties. None of the terms of This Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

IN WITNESS WHEREOF, the parties have executed This Lease at Cody, Wyoming, the day and year first above written.

Charles H. King
LESSOR

17 Jan 2012
DATE

Charles H. King
LESSOR

17 January 2012
DATE

Don Moore DAS
LESSEE

1-17-12
DATE

LESSEE

DATE

ADDENDUM A

ALTERATIONS, ADDITIONS, AND CHANGES

LESSOR hereby grants LESSEE permission to make the following additions, alteration, or changes to the Premises as noted below, providing first a full rendering of the plans concerning such additions, alteration, or changes are drawn up by a qualified architect or engineer, presented to the LESSORS, and approved by LESSORS. LESSORS will not unreasonably withhold approval. Plans for said alterations, additions, changes, and the all work performed thereon, shall comply with all applicable building codes, ordinances, and regulations.

1. The installation of vents through the roof and/or walls of the building as required by the brewery, bar, restaurant and brew pub equipment.
2. The installation of additional floor drains as necessary for operation of brewery, bar, restaurant and brew pub equipment.

[Signature]
LESSOR

17 Jan 2012
DATE

Eather Jane Stump
LESSOR

17 January 2012
DATE

[Signature]
LESSEE

1-17-2012
DATE

LESSEE

DATE

1426 Stampede Ave 587-6028

927 Meadowlark Ave 899-3673

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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?
HOWARD R. HAWK				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
THOMAS FELL				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 29 day of APR, 2014.

Howard Hawk Applicant
Thomas Fell Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

Subscribed and sworn to before me by Howard Hawk this 29th day of April, 2014.

Witness my hand and official seal.

Utana Dye
 Notary Public or Person Authorized to Administer Oath

My Commission expires: May 6, 2015

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4, 29, 2014

	Annual Fee
Basic Fee	\$ 600
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 600
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 413

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: EAGLES FO #818

Trade Name (dba): FRATERNAL ORDER OF EAGLES

Premise Address: 1001 13TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 667
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4573

Fax Number: (307) 527-6168

E-Mail Address:

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

- FULL TIME (e.g. Jan through Dec)
 - SEASONAL/PART-TIME
- (specify months of operation)

from _____ to _____

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

HOURS OF OPERATION (e.g. 10a - 2a)

Sun-Sat
9a-1a Mon-Sat
12p-10p Sun

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

30' X 30' ROOM IN SE CORNER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

LOTA 1-3, BLOCK 50, ORIGINAL TOWN

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

YES NO

a) Do you anticipate any changes in the next twelve (12) months?

YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (30 %)
Liquor Sales: \$ _____ (70 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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?
CHARLES MATHIS				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
R.V. Noble				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.
Dated this 29 day of April, 2014.

Charles Mathis
Applicant

THE STATE OF WYOMING }
COUNTY OF PARK } ss.

R.V. Noble
Applicant

Subscribed and sworn to before me by Charles Mathis & R.V. Noble this 29 day of April, 2014.

Witness my hand and official seal. Kathy Teten
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11-02-2017



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 22 / 2014

	Annual Fee
Basic Fee	\$ 600
Additional Disp Rm Fee	\$ 400
Total Lic Fee Collected	\$ 1000
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 412

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ELKS BPO 1611

Trade Name (dba): CODY ELKS CLUB

Premise Address: 1202 BECK AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1202 BECK AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-2533

Fax Number: (307) 587-2533

E-Mail Address: codyelks@tctwest.net

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
- PARTNERSHIP LLP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from Jan. to Dec.

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

Mon Through Sun

HOURS OF OPERATION (e.g. 10a - 2a)

Mon - Sat: 11:00AM - 2:00AM

Sun: 11:00 AM - 10:00 PM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

45' X 50' ROOM IN S CENTER 1ST FLOOR OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

35' X 40' ROOM IN S CENTER OF BSMT

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

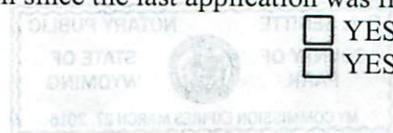
LOTS 7 & 8, BLOCK 28, CITY OF CODY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months?

YES NO
 YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: / / , located on page , paragraph of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page , paragraph of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ _____
Food Sales: \$ _____ (_____ %)
Liquor Sales: \$ _____ (_____ %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Jerry Fritz				15	NA	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dorothy DeBerg				7	NA	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Robert Senitte				37	NA	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Larry Christy				11	NA	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.
Dated this 21st day of April, 2014.

X [Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF Park

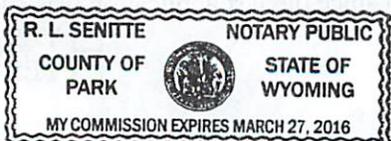
} SS. [Signature]
Applicant

Subscribed and sworn to before me by Jerry Fritz and Larry Christy this 21st day of April, 2014.

Witness my hand and official seal. [Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3-27-16



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 22 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$ 1000
Total Lic Fee Collected	\$ 2500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 418

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

**A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110**

Applicant: TLJ LLC

Trade Name (dba): LA COMIDA

Premise Address: 1385 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1385 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-9556

Fax Number:

E-Mail Address: jew25@hotmail.com

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input checked="" type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p align="center"><u>Sun - Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p align="center"><u>11a - 11p</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
42' X 17' ROOM IN NW END OF BLDG
 - Do you have an additional dispensing room? YES NO
 - If yes, provide description and location:
12' X 36' ROOM IN CENTER OF RESTAURANT
 - Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)
LOTS 30-32, BLOCK 9, ORIGINAL TOWN, ZONED C
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.)
 - Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 12/31/2018, located on page 1, paragraph 4 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 2, paragraph 1 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 358,290
Food Sales: \$ 318,878 (89 %)
Liquor Sales: \$ 39,411 (11 %)

b) Did you attach a copy of your valid food service permit to this application.
W.S.12-4-407(a), W.S.12-4-413(a)

YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
Logan T Julander				8		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 22 day of April, 2014.

[Signature]
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Applicant

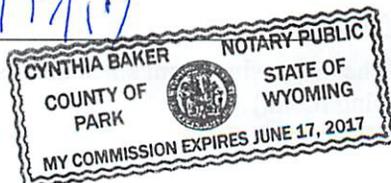
Subscribed and sworn to before me by Logan Julander this 22 day of April, 2014.

Witness my hand and official seal.

[Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/17



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

LEASE AGREEMENT

THIS LEASE AGREEMENT, Made between WILDER ENTERPRISES, a partnership (herein called "LESSOR"), and ^{JJ} ~~LJ~~ LLC (herein called "LESSEE").

^{TLJ}
WITNESSETH:

That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by LESSEE, does hereby lease unto LESSEE the following described real property:

1385 Sheridan Avenue, Cody, Wyoming TOGETHER
WITH all and singular the improvements and
appurtenances thereon or thereunto appertaining.

(herein called "the LEASED PROPERTY"), upon the following terms and conditions:

1. TERM - the term of this Lease Agreement shall be for five years, commencing January 1, 2013.

2. RENT - As rent for the LEASED PROPERTY, LESSEE covenants and agrees to pay to LESSOR \$4,000.00 per month plus five percent (5%) of gross sales over \$750,000.00. Rent shall be payable in advance on or before the 10th day of each calendar month. The additional rent based on gross sales shall be computed on a calendar year basis and if additional rent is due because of gross sales, it shall be paid on or before the 31st of January of the following year.

As used herein, "gross sales" shall mean and include the total amount in dollars of all sales made from or in connection with the leased property for cash or credit, less Wyoming retail sales tax determined in accordance with generally accepted accounting procedures. LESSEE shall certify to LESSOR in writing no later than January 10th of each year the amount of such gross sales for the proceeding calendar year and LESSOR shall have the right, at LESSOR'S sole expense at any time during normal business hours, to inspect LESSEE's books and records and income and Wyoming sales and use tax returns for the purpose of verifying the amount of gross sales so certified.

Delinquent rent (both the monthly rental of \$4,000.00 and rent based upon gross sales) shall be subject to a late charge of 2 percent and, if over 30 days delinquent, shall bear interest thereafter at the rate of 12 percent per year.

3. USE OF THE LEASED PROPERTY - LESSEE covenants and agrees that the LESSEE will use the LEASED PROPERTY for a gourmet restaurant, catering service, cooking school and retail food sales, with the consent of LESSOR to sell alcoholic and malt beverages, and for no other purpose. LESSEE shall not operate on the LEASED PROPERTY an interior decorating business, or beauty shop. LESSEE will make no unlawful use of the LEASED PROPERTY and will not keep or maintain thereon any substances or material or conduct its business operation in a manner which may or increase the premium of such hazard insurance.

4. REIMBURSEMENT FOR INSURANCE AND PROPERTY TAXES - During each lease year, LESSEE shall pay to LESSOR as additional rent LESSOR'S cost for property taxes and for the following insurance:

(a) General public liability insurance against claim for personal injury, death, or property damages occurring in, on or about the LEASED PROPERTY, with limits of not less than \$ 1,000,000.00 for bodily injury or death sustained by any one person and \$5,000,000.00 for each occurrence, and property damage limits of \$ 100,000.00 for each accident which shall name both LESSOR AND LESSEE as insureds.

(b) Fire and extended coverage insurance in an amount equal to 100 percent of full replacement costs of the insurable improvements of the LEASED PROPERTY, naming as insureds LESSOR and any mortgagee designated by LESSOR from time to time, as their respective interests may appear.

The annual charge shall be computed on the basis of a period of twelve consecutive calendar months as designated by LESSOR and shall be paid by LESSOR and shall be billed to LESSEE on a quarterly basis. The amount shall be paid by LESSEE by the first of the month following billing.

5. UTILITIES – LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. If LESSEE fails or refuses to pay the same, LESSOR will make such payments and such payments shall be added to the rent and shall be due on the next monthly rental date.

6. MAINTENANCE AND REPAIRS – LESSEE shall keep the LEASED PROPERTY, including the interior and exterior of the building and boardwalk, in a good state of repair equal; shall perform all maintenance and repairs required including painting, heating, air conditioning, electrical, water and sewer facilities, shall promptly replace all broken or damaged glass; shall keep sidewalks and entry ways free from snow, ice, litter, merchandise, and obstructions of any kind; shall make no structural changes in the building without the prior written consent of LESSOR; shall repair any

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: TLJ, LLC

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 5/15/14

	Annual Fee
Basic Fee	\$ <u>1,500.00</u>
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>38.00</u>

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3 & 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 895

For the license term: 8 / 01 / 2014
Month Day Year

Through: 7 / 31 / 2015
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: Millstone Pizza LLC

Trade Name (dba): Millstone Pizza Co's Brewery

Premise Address: 1057 Sheridan Ave
Number & Street

Cody WY 82414 Park
City State Zip County

Mailing Address: 1057 Sheridan Ave
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: (951) 203-4708

Fax Number: () N/A

E-Mail Address: garsherjohnston@aol.com

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.**

FILING IN

CITY OF Cody

COUNTY OF _____

FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL LLC

PARTNERSHIP LLP

CORPORATION

LTD PARTNERSHIP

ASSOCIATION

ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise

RESTAURANT LIQUOR LICENSE

RESORT LIQUOR LICENSE

COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

VETERANS CLUB

FRATERNAL CLUB

GOLF CLUB

SOCIAL CLUB

MICROBREWERY

WINERY

BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME
(specify months of operation)
from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
open 7 days per week

HOURS OF OPERATION (e.g. 10a - 2a)
Fri-Sat 11a-12a
Sun-Thur 11a-10p

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c) New Business as of 5/15/14

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If Winery or Microbrewery also list manufacturing facility. (W.S.12-4-102(a)(i): 27' x 33.5' Room on S end of Bldg

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: W.S.12-4-102(a)(vii) OT Lots 21-24 BIC52 zoned D2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)
- a) **DATE** lease expires: 3/30/2023 located on page 2, paragraph 3.1 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 2, paragraph 2.2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
 W.S.12-4-408(b) no - new Business 5/15/14
- Gross Sales: \$ _____
 Food Sales: \$ _____ (%)
 Liquor Sales: \$ _____ (%)
- b) Did you attach a copy of your valid food service permit to this application.
 W.S.12-4-407(a), W.S.12-4-413(a) YES NO

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
<u>Cory Johnston</u>				<u>1</u>	<u>100</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.
 Dated this 15 day of May, 2014.

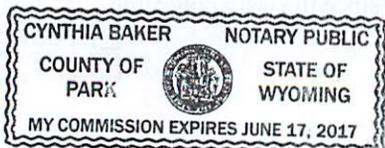
THE STATE OF WYOMING
 COUNTY OF Park

} SS. Cory Johnston Applicant
 this 15 day of May, 2014

Witness my hand and official seal.

My Commission expires: 6/17/17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		



WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 045173

FOOD LICENSE



Account # 13478/13478-1

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.

MILLSTONE PIZZA LLC
1057 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 5/9/2015

A handwritten signature in cursive script, appearing to read "Jason Fearnley".

Director of Agriculture

Equal Opportunity in Employment and Services

BUILDING LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT is made and entered into as of the 24th day of April, 2013, between **WNT, LLC** ("WNT,") and **MILLSTONE PIZZA, LLC** ("MILLSTONE.")

WITNESSETH:

WHEREAS, WNT is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, MILLSTONE desires to lease THE PREMISES for use as a restaurant and sports bar; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section One: Definitions

1.1 As used in this Office Lease Agreement:

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Building Lease Agreement;
- b) "THE BUILDING" shall be used to refer to the building located at 1057 Sheridan Avenue, Cody, Wyoming;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
- e) "MILLSTONE" shall be used to refer to the entity leasing THE PREMISES; in this instance, MILLSTONE PIZZA, LLC;
- f) "WNT" shall be used to refer to WNT, LLC or its authorized agent;
- g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and
- h) "THE PREMISES" shall be used to refer to THE BUILDING more particularly described in Paragraph 2.1.

Section Two: Subject and Purpose

2.1 WNT leases THE PREMISES more particularly described as follows: Eleven Thousand One Hundred Eighty-Six (11,186) square feet of space in THE BUILDING located at 1057 Sheridan Avenue in Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a restaurant and sports bar and for no other purpose without the written consent of WNT. WNT specifically authorizes the operation of a brewery and the sale of alcoholic beverages on THE PREMISES during the term of THIS AGREEMENT and any extension hereof. If, in the opinion of WNT, THE PREMISES, or any part thereof, are not being used in a usual and legitimate manner with respect to the conduct of such offices, WNT may give MILLSTONE written notice requiring MILLSTONE to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

Section Three: Term and Rent

3.1 WNT leases THE PREMISES to MILLSTONE for a term of ten (10) years, commencing April ~~24th~~ 2013, at 12:00 noon and terminating on March 30, 2023, at 12:00 noon, or sooner as provided herein. BASIC RENT shall begin accruing upon the opening of MILLSTONE's business at a monthly "BASIC RENT" for the first five (5) LEASE YEARS equal to the greater of either:

- \$6,991.25, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages. MILLSTONE shall provide such documents as WNT may request from time to time to evidence such gross monthly sales, and WNT shall further have the right to audit MILLSTONE's sales and financial records in order to verify such sales amounts.

All payments required herein are payable in arrears within three (3) days following the end of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, at the election of MILLSTONE, and subject to all other terms and conditions contained herein, MILLSTONE may renew THIS AGREEMENT for three (3) additional five (5) year lease terms.

3.3 Upon the expiration of the fifth (5th) LEASE YEAR, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall be increased at the beginning of the sixth (6th) LEASE YEAR in the amount of three percent (3%). By way of example: Upon the beginning of the sixth (6th) LEASE YEAR, the monthly BASIC RENT shall increase to the greater of either:

- \$7,200.99, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.



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Upon renewal of THIS AGREEMENT for one or more of the additional five (5) year lease terms, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall also be increased at the beginning of each lease renewal in the amount of three percent (3%). By way of example: upon the expiration of the tenth (10th) LEASE YEAR and the renewal of THIS AGREEMENT for the first five (5) year lease term, the BASIC RENT shall again be increased to the greater of either:

- \$7,471.02, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.

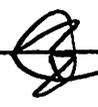
3.4 Commencing with the second LEASE YEAR, MILLSTONE shall pay to WNT the amount of Five Hundred Dollars (\$500.00) per month in addition to the payment of the BASIC RENT described above to fund a maintenance and repair depository account. Said account shall be established by WNT and shall be withdrawable or expended only upon the agreement of both WNT and MILLSTONE for the payment of capital improvements, major repairs or other RENOVATION ACTIVITIES (but not NECESSARY REPAIRS for which MILLSTONE shall be responsible).

3.5 All payments of rent shall be made by MILLSTONE to WNT without notice or demand, at such place as WNT may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by WNT in any manner other than herein specified, shall not be a waiver of the rights of WNT to insist on having all other payments of rent made in the manner and at the time herein specified.

3.6 No payment by MILLSTONE or receipt by WNT of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and WNT may accept such check or payment without prejudice to WNT's rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.7 All charges, costs and expenses which MILLSTONE is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of MILLSTONE's failure to pay such amounts, and all damages, costs and expenses which WNT may incur by reason of any default of MILLSTONE, or failure on MILLSTONE's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional rent, and, in the event of non-payment by MILLSTONE, WNT shall have the rights and remedies with respect thereto as WNT has for the non-payment of the BASIC RENT.

3.8 It is the intention of the parties that WNT shall receive the rents and all sums payable by MILLSTONE under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. MILLSTONE shall, however, be under no obligation to pay any real estate taxes, building fire or casualty insurance, principal or interest on any mortgage on THE PREMISES, or income tax payable by WNT during the term of THIS AGREEMENT.

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3.9 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due. In the event MILLSTONE shall not pay any and all payments when due for more than three (3) total times in any given twelve (12) month period, WNT, at WNT's option, may terminate THIS AGREEMENT.

Section Four: Taxes

4.1 WNT shall assume responsibility for all real property taxes. MILLSTONE shall be responsible for the total of all personal property taxes levied against it.

Section Five: Utilities

5.1 During the term of THIS AGREEMENT, MILLSTONE shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to MILLSTONE.

5.2 WNT shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by MILLSTONE. In the event MILLSTONE shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at MILLSTONE's expense, with such installation first being approved by WNT.

5.3 In the event MILLSTONE shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently located on THE PREMISES, all design and installation shall be supervised and approved by WNT or WNT's agents.

Section Six: Insurance

6.1 WNT shall keep THE BUILDING insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 MILLSTONE shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of MILLSTONE. WNT shall have no responsibility for the loss of any personal property of MILLSTONE maintained on THE PREMISES.

6.3 MILLSTONE, at MILLSTONE's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars

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(\$100,000.00) for property damage which may occur as a result of MILLSTONE's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." MILLSTONE further agrees to indemnify and hold WNT harmless from all claims for personal injuries, death and property damages which occur as the result of MILLSTONE's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by MILLSTONE or any contractor selected by or for MILLSTONE.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by WNT, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to WNT upon execution of THIS AGREEMENT, and before any occupancy, possession or renovation of THE PREMISES.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of MILLSTONE under the terms of THIS AGREEMENT, MILLSTONE shall deliver to WNT evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without thirty (30) days prior written notice to WNT.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name both WNT and MILLSTONE as insureds.

Section Seven: Renovation Activities

7.1 The parties acknowledge that MILLSTONE will be conducting significant RENOVATION ACTIVITIES to THE PREMISES prior to the commencement of MILLSTONE's business operations. WNT shall contribute to such RENOVATION ACTIVITIES the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00), which amount WNT shall pay to MILLSTONE or MILLSTONE's designee upon presentment of invoices for such RENOVATION ACTIVITIES, together with lien waivers for the same signed by the contractors and materialmen to be paid. With the prior written consent of WNT, the aforementioned Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) may also be used for the purchase of certain capital equipment that is to be affixed to THE PREMISES and which shall remain following any expiration or earlier termination of THIS AGREEMENT; no portion of said funds shall be used for equipment that is not to be an affixture to THE PREMISES. Any expenses incurred for such RENOVATION ACTIVITIES in excess of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) shall be the responsibility of and shall be paid directly by MILLSTONE. Upon the completion of such RENOVATION ACTIVITIES, MILLSTONE agrees to accept THE PREMISES "as is," without calling upon WNT to make any further expenditures or to perform any work for the preparation of THE PREMISES for MILLSTONE's intended use.

7.2 MILLSTONE shall not order or permit any RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of WNT, which consent shall be in WNT's sole discretion. All RENOVATION

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ACTIVITIES performed on THE PREMISES and all additions, improvements, fixtures (or equipment affixed to THE PREMISES in accordance with Section 7.1 above), and installations which were placed on THE PREMISES by MILLSTONE shall be made in accordance with all applicable laws and, except as otherwise agreed in writing between WNT and MILLSTONE, shall at once when made or installed be deemed to have attached to THE PREMISES and become the property of WNT and shall remain for the benefit of WNT at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if, prior to the termination of THIS AGREEMENT or within fifteen (15) days thereafter, if WNT so directs, MILLSTONE shall promptly remove the additions, improvements, fixtures (or affixed equipment), and installations which were placed on THE PREMISES by MILLSTONE and which are designated in said notice and repair any damage occasioned by such removal, and, in default thereof, WNT may effect said removal and repairs at MILLSTONE's expense. If WNT consents to any such RENOVATION ACTIVITIES as herein provided, then MILLSTONE shall indemnify and hold WNT harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event MILLSTONE shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by WNT or WNT's agents.

7.4 MILLSTONE shall indemnify and hold WNT harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to MILLSTONE in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 MILLSTONE will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to MILLSTONE, provided that MILLSTONE shall have the right to contest the validity of any lien or claim if MILLSTONE shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, MILLSTONE shall immediately pay any Judgment rendered against MILLSTONE with all proper costs and charges and shall have such lien released without cost to WNT.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to MILLSTONE's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by MILLSTONE, at MILLSTONE's sole cost and expense, upon first contacting WNT for approval of the same.



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Section Eight: Repairs

8.1 MILLSTONE shall keep both the interior and exterior of THE PREMISES in a clean and operational condition; shall repair all damages or normal wear and tear done to THE PREMISES in the course of MILLSTONE's use thereof, including but not limited to the heating, air conditioning, electrical, water, sewer, landscaping, and lighting systems, occasioned by the fault or negligence of MILLSTONE or by the employees or patrons of MILLSTONE; and shall maintain all systems in good condition to prevent any decay or deterioration of THE PREMISES. MILLSTONE shall further provide all incidental items necessary for operation of THE PREMISES.

8.2 WNT shall make NECESSARY REPAIRS to THE PREMISES and structural systems (e.g. foundations, walls, roofs, floor structures, HVAC systems and the like) which are not occasioned by the negligence or fault of MILLSTONE, or MILLSTONE's employees or patrons. Upon reasonable notice from WNT to MILLSTONE, WNT may further enter THE PREMISES at any reasonable hour to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of WNT.

8.3 All maintenance and repairs made by MILLSTONE shall be at least equal in quality and class to the original work.

Section Nine: Unlawful or Dangerous Activity

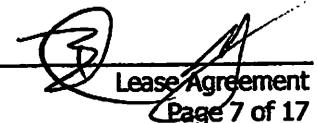
9.1 MILLSTONE shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct MILLSTONE's business in a manner constituting a nuisance of any kind. MILLSTONE shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 MILLSTONE shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of WNT. Should WNT approve of the use or storage of any hazardous material, MILLSTONE shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. MILLSTONE hereby agrees to hold WNT harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by MILLSTONE. Should MILLSTONE fail to notify and obtain WNT's pre-approval for the use or storage of any hazardous material, WNT may, at its option, terminate this LEASE AGREEMENT upon three (3) days notice to MILLSTONE.

9.3 MILLSTONE and MILLSTONE's employees or agents shall refrain from smoking within THE BUILDING on THE PREMISES.

Section Ten: Indemnity

10.1 MILLSTONE shall indemnify and hold WNT harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or

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corporations, arising from any work, activity or thing whatsoever done by or on behalf of MILLSTONE, in or about THE PREMISES, and shall further indemnify and hold WNT harmless against and from any and all claims arising from any breach or default on the part of MILLSTONE in the performance of any covenants or agreement on the part of MILLSTONE to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of MILLSTONE, or any of MILLSTONE's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against WNT by reason of any such claim, MILLSTONE, upon notice from WNT, covenants to resist or defend, at MILLSTONE's expense, such action or proceeding by legal counsel satisfactory to WNT.

Section Eleven: Default or Breach

11.1 In the event of any failure of MILLSTONE to pay any rental or other sums when due hereunder, or MILLSTONE's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by MILLSTONE, for more than five (5) days after notice of such default shall have been given to MILLSTONE (or other length of time if specified herein to the contrary) or, if MILLSTONE shall suffer THIS AGREEMENT to be taken under any writ of execution, then WNT, besides other rights or remedies WNT may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of MILLSTONE, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. WNT shall not be required to remove any property, personal or otherwise, whether such property is WNT's or MILLSTONE's, from THE PREMISES. MILLSTONE's performance of the terms, conditions and covenants of THIS AGREEMENT shall further be secured by MILLSTONE's City of Cody Bar and Grill Liquor License in accordance with the Security Agreement executed contemporaneously herewith; and, upon any default by MILLSTONE in performing any of the terms, conditions or covenants of THIS AGREEMENT, WNT may— at its sole option and in its discretion—execute said Security Agreement in order to recover MILLSTONE's City of Cody Bar and Grill Liquor License.

11.2 If WNT, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then WNT may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental rate and upon such other terms and conditions as WNT in WNT's sole

discretion may deem advisable. Upon such re-letting, all rentals received by WNT from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from MILLSTONE to WNT, including but not limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;
- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by WNT and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by MILLSTONE hereunder, then MILLSTONE shall pay any such deficiency to WNT. At WNT's option, such deficiency may be calculated and payment of such deficiency demanded on a monthly basis or in a single lump sum. No re-entry or taking possession of THE PREMISES by WNT shall be construed as an election on WNT's part to terminate THIS AGREEMENT unless a notice of such intention be given to MILLSTONE or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, WNT may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should WNT at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies WNT may have, WNT may recover from MILLSTONE all damages WNT may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to the rent set forth in THIS AGREEMENT 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 MILLSTONE to WNT.

11.3 In addition to any other remedies WNT may have at law or equity and/or under THIS AGREEMENT, MILLSTONE shall pay upon demand all of WNT's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by WNT, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS AGREEMENT, or for any other relief against MILLSTONE. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If MILLSTONE shall become bankrupt or file any debtor proceedings, or take or have taken against MILLSTONE, in any Court pursuant to any statute either of the

  
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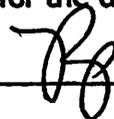
United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of MILLSTONE's property, or, if MILLSTONE makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then and in that event THIS AGREEMENT shall, at the option of WNT, be canceled and terminated, and any party claiming on behalf of MILLSTONE shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by WNT, at any time when MILLSTONE is in default under such covenant or condition hereof, be construed as a waiver of such default or of WNT's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by WNT to MILLSTONE be taken as an estoppel against WNT, it being expressly understood that if, at any time MILLSTONE shall be in default in any of its covenants or conditions hereunder, an acceptance by WNT of rental during the continuance of such default or the failure on the part of WNT promptly to avail itself of such other rights or remedies as WNT may have, shall not be construed as a waiver of such default, but WNT may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to WNT by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which WNT might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by WNT shall not impair WNT's standing to exercise any other right or remedy.

Section Twelve: Destruction of the Premises

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damaged to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at MILLSTONE's option, shall terminate, and any prepaid, unearned rental—~~together with the balance of the maintenance and repair depository account described in Section 3.4 above—~~shall be refunded to MILLSTONE. If during the first twenty (20) days following such damage or destruction, MILLSTONE agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and WNT shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the rental shall abate for such length of time during the period of replacement that MILLSTONE is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, WNT shall, at WNT's option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as they were prior to the damage, and MILLSTONE shall pay rent to WNT for the damaged PREMISES should they



be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then the rent shall abate during such time period. In the event that WNT and MILLSTONE cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by WNT and MILLSTONE, shall make the said determination.

12.2 WNT shall not be responsible for any claim, cause of action, damage, cost or expenses in the event MILLSTONE's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

Section Thirteen: Condemnation

13.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, THIS AGREEMENT shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

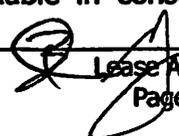
13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof shall not cease or terminate, but the rent payable after the date on which MILLSTONE shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by MILLSTONE as the parties may agree.

13.3 In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to WNT without any deduction therefrom for the value of the unexpired term of THIS AGREEMENT or for any other estate or interest in THE PREMISES now or later vested in MILLSTONE. MILLSTONE assigns to WNT all of MILLSTONE's right, title and interest in any and all such awards.

13.4 In case of any governmental action not resulting in the taking or condemnation of any portion of THE PREMISES but creating a right to compensation therefore or, if less than a fee title to all or any portion of THE PREMISES shall be taken or condemned by any governmental authority for temporary use or occupancy, the rental shall be reduced in proportion to the part of THE PREMISES which was taken or condemned by said government action.

Section Fourteen: Subordination

14.1 THIS AGREEMENT and all rights of MILLSTONE hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. MILLSTONE shall on demand execute, acknowledge and deliver to WNT, without expense to WNT, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if MILLSTONE shall fail at any time to execute, acknowledge and deliver any such subordination instrument, WNT, in addition to any other remedies available in consequence

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thereof, may execute, acknowledge and deliver the same as MILLSTONE's attorney in fact and in MILLSTONE's name. MILLSTONE hereby irrevocably makes, constitutes and appoints WNT, WNT's successors and assigns, as MILLSTONE's attorney in fact for that purpose.

Section Fifteen: Lessor's Right to Perform

15.1 If MILLSTONE shall at any time be in default of the terms hereunder, WNT may cure such default on behalf of MILLSTONE, in which event MILLSTONE shall reimburse WNT for all sums paid to effect such cure, together with interest at the rate of eighteen percent (18%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, WNT shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

Section Sixteen: Lessor's Right of Access

16.1 MILLSTONE shall permit WNT or WNT's agents to inspect or examine THE PREMISES at any reasonable time and shall permit WNT to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES that WNT may deem necessary or which MILLSTONE has covenanted herein to do and has failed so to do, without the same being construed as an eviction of MILLSTONE, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of MILLSTONE's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, WNT shall give MILLSTONE ten (10) days notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, MILLSTONE shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

16.2 If MILLSTONE shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, WNT or WNT's agents may enter THE PREMISES by a master key, or may forcibly enter THE PREMISES, without rendering WNT or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 WNT's right of entry or re-entry shall not be deemed to impose upon WNT any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

Section Seventeen: Lessee's Right of Access

17.1 MILLSTONE shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.



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Section Eighteen: Reserved

Section Nineteen: Assignment and Subleasing

19.1 MILLSTONE shall not assign, mortgage or encumber THIS AGREEMENT or sublet, underlet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of WNT in each instance. The sale or transfer of stock control, if MILLSTONE is or becomes a corporation, shall be deemed an assignment of THIS AGREEMENT, unless such sale or transfer results from the death of a stockholder of MILLSTONE. Any consent by WNT to an assignment or subletting shall not in any manner be construed to relieve MILLSTONE, any assignee or sublessee from obtaining the consent in writing of WNT to any further assignment or subleasing.

19.2 MILLSTONE shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless WNT shall expressly waive WNT's rights against MILLSTONE to THIS AGREEMENT in writing prior to said sublease.

Section Twenty: Notice

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

Section Twenty-One: Surrender of Possession

21.1 MILLSTONE shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to MILLSTONE herein, peaceably and quietly surrender and deliver THE PREMISES to WNT, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by MILLSTONE, all in good condition and repair.

Section Twenty-Two: Signs

22.1 MILLSTONE shall not, without WNT's written consent, place or erect any signs of any nature on any part of THE PREMISES or the interior or exterior of THE BUILDING. In the event WNT shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to WNT's absolute right of approval.



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Section Twenty-Three: Sale of Premises

23.1 In the event that WNT should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, the sale of THE PREMISES shall not affect the then-current term of THIS AGREEMENT or the renewal options described herein.

23.2 WNT and MILLSTONE each acknowledge that they shall a Right of First Refusal on the business and the company assets of the other which shall be pursuant to that Agreement for Right of First Refusal which shall be effective contemporaneous with the execution hereof.

Section Twenty-Four: Miscellaneous Provisions

24.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

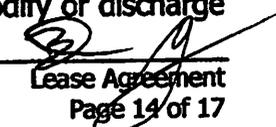
24.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between WNT and MILLSTONE. WNT and MILLSTONE expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between WNT and MILLSTONE other than the relationship of landlord and tenant.

24.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

24.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of WNT and MILLSTONE. Each term and provision of THIS AGREEMENT to be performed by MILLSTONE shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of MILLSTONE is not intended to constitute a consent to assignment by MILLSTONE but has reference only to those instances in which WNT may have given written consent to a particular assignment.

24.5 MILLSTONE acknowledges that WNT and WNT's agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and MILLSTONE acknowledges that WNT, WNT's agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

24.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge



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THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

24.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

24.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

24.9 The following layered dispute resolution provisions shall apply to THIS AGREEMENT:

- a) **Good Faith Negotiation.** The parties hereto agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to THIS AGREEMENT (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship, with the parties hereto further agreeing to participate directly in the negotiations. Unless otherwise agreed in writing, WNT and MILLSTONE shall have five (5) business days from the date of any Notice provided pursuant to Section 13.13.6 to begin such negotiations and fifteen (15) business days from the date of such Notice to complete such negotiations.
- b) **Mediation.** If the negotiations described in Section 24.9(a) above do not occur, or if such negotiations do not conclude with a mutually agreeable solution within that time frame (or any extension thereto which is amenable to all parties), the parties hereto agree to mediate any Dispute. If the parties to the Dispute cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider and the two persons selected shall then choose a third person who shall serve as mediator. The parties to THIS AGREEMENT shall participate directly in the mediation process and shall be present throughout the same, which mediation shall commence no later than forty-five (45) days from the date of any Notice. The parties agree that any

mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the Wyoming Rules of Civil Procedure, and they further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship without the unnecessary expenditure of time or resources.

- c) **Arbitration.** If the mediation described in Section 24.9(b) above does not conclude with a final settlement agreement between the parties to the Dispute, then the parties shall be free to pursue other dispute resolution options, including litigation or arbitration.
- d) **Costs.** The parties to the Dispute shall share the mediator's fees equally. If the Dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs.
- e) **Attorney's Fees.** If the Dispute is arbitrated, then the prevailing party in such arbitration may, in the arbitrator's discretion, be entitled to an award of attorney's fees incurred in arbitrating the Dispute.
- f) **Notice of Dispute.** The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to identify the parties to the Dispute and to apprise other parties of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and if unsuccessful, mediation. The date of the Notice shall be the triggering date upon which the time deadlines in this Section 24.9 will be calculated.

Section Twenty-Five: Authority of Signatories

25.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he is signing with full and complete authority granted by the limited liability company represented herein. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon WNT and MILLSTONE in accordance with the terms and conditions of THIS AGREEMENT.

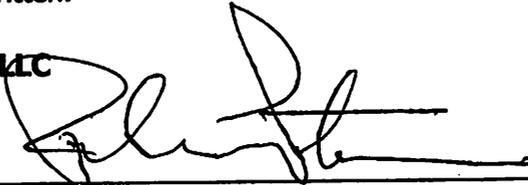
Section Twenty-Six: Time of the Essence

26.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

WNT, LLC

By:


Richard Petersen, Managing Member

By:


Bradley Constantine, Managing Member

MILLSTONE PIZZA, LLC

By:


Gary Johnston, Manager

The undersigned hereby personally guarantees that MILLSTONE will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. WNT shall have the right to require the performance of the personal guarantor in place of the performance of MILLSTONE without first having requested such performance by MILLSTONE.


Gary Johnston

4-24-17
Date

J:\userdata\corp & llc files\companies\millstone real estate (nka wnt, llc)\lease agreement (4-16-17).docx

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 4 / 30 / 2014

	Annual Fee
Basic Fee	\$ 1500
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$ 1500
Publishing Fee Collected	\$ 38

Required Attachments Received Yes

Advertising Dates(4): 5/20, 5/27, 6/3, 6/10 2014

Hearing Date: 6/17/2014

Local Licensing Number: 420

For the license term: 8/1/2014 Month Day Year

Through: 7/31/2015 Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Applicant: WRCH-CODY INC

Trade Name (dba): WYOMINGS RIB & CHOP HOUSE

Premise Address: 1367 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1367 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7731

Fax Number: (307) 527-7730

E-Mail Address: cody@ribandchophouse.com

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input checked="" type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>Jan 1</u> to <u>Dec 31</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11am - 10pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:**
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
13' X 21.5' ROOM ON WEST SIDE OF BLDG
 - Do you have an additional dispensing room? YES NO
 - If yes, provide description and location:
 - Provide the legal description and the zoning of the site where the applicant will sell under the license:
 W.S.12-4-102(a)(vii)
LOT 28, BLOCK 9 ORIGINAL TOWN OF CODY, ZONED D-2
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO
 - Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: July 31 2017, located on page 1, paragraph 2 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 3, paragraph 2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:

Gross Sales:	\$2,990,032.57
Food Sales:	\$2,406,918.80 (%)
Liquor Sales:	\$564,957.18 (%)

 W.S.12-4-408(b)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
PRESTON CHAISSON				8	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.
Dated this 28 day of April, 2014. PRESTON CHAISSON
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Subscribed and sworn to before me by Preston Chaiisson this 28th day of April, 2014.

Witness my hand and official seal. [Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 10/13/2017



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

MEETING DATE:	JUNE 17, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT
Adoption of a New Ordinance Pertaining to the Regulation of
Nonconforming Lots, Structures, and Uses.
Ordinance 2014-07, as modified.

ACTION:

Adopt on third reading Ordinance 2014-07, as modified, to adopt a new Chapter 10-13, Nonconforming Lots, Structures, and Uses.

BACKGROUND:

In response to a question posed by council member Bryan Edwards, staff desired to confirm the intent of the Planning and Zoning Board relating to the language of Section 10-13-4 of proposed Ordinance 2014-07. Effectively the question raised is whether nonconforming structures that are destroyed by accident should be allowed to be replaced at their nonconforming location. At their June 10, 2014 meeting the Planning and Zoning Board affirmed that this is their intent, and accepted the recommendation on how to change the language to clarify such.

The recommended language has been incorporated in proposed Ordinance 2014-07 and is shown below with "track changes", with the new words underlined, and the deleted word struck through. The changes are in subsections B and C.

10-13-4 Legal Nonconforming Structures

A legally-permitted existing structure that is nonconforming only by reason of not meeting current setback, height, lot coverage, or other dimensional or architectural standards of this title is classified as a "Legal Nonconforming Structure". For legal nonconforming structures that also contain a legal nonconforming use, Section 10-13-5 shall apply rather than this section.

A. Legal nonconforming structures may be remodeled, repaired, and enlarged by up to 50%, provided that any enlargement meets the current development standards of this title, no new dwelling units are created, the use of the structure is a permitted use, and in the Building Official's judgment the work does not significantly increase any life or safety hazards. If additional dwelling units are desired, enlargement exceeds 50% of the existing structure, or the Building Official has a life or safety concern, the property owner may submit an application for review by the Planning, Zoning and Adjustment Board under Section 10-13-6. In determining the percentage of any enlargement, calculations shall be based on the gross square footage of the structure either at the time this provision was adopted (June 17, 2014) or the time the structure became legally nonconforming, whichever occurred most recently.

AGENDA ITEM NO. _____

B. When the enlargement ~~or replacement~~ of a legal nonconforming structure does not meet the development standards of this title, relief may be requested in the form of a special exemption or zoning variance.

C. When a legal nonconforming structure is damaged ~~or destroyed~~ by accidental fire, explosion or other casualty, act of God, the public enemy, or intentional acts other than those caused directly or indirectly by the owner, the structure may be restored to its legal nonconforming condition; provided, a building permit for restoration of the legal nonconforming structure must be obtained within 365 days of the damage and kept active until the project is completed.

FISCAL IMPACT

There do not appear to be any direct costs to the city budget in adopting the ordinance. In the future, a fee schedule will be developed and presented for consideration. Currently there is no fee specified for the processing of nonconforming requests.

ALTERNATIVES

Approve, table, or deny the ordinances.

RECOMMENDATION

The Planning and Zoning Board recommends adoption of the proposed ordinance, as modified, for nonconforming lots, structures, and uses.

ATTACHMENTS

Ordinance 2014-07 as modified.

AGENDA & SUMMARY REPORT TO:

N/A

ORDINANCE NO. 2014-07

AN ORDINANCE ADOPTING TITLE 10, CHAPTER 13 OF THE CITY OF CODY CODE, “NONCONFORMING LOTS, STRUCTURES, AND USES”

WHEREAS, on January 28, 2014, the City of Cody Planning, Zoning, and Adjustment Board made a recommendation to amend Chapter 13 of the City of Cody Zoning Ordinance pertaining to nonconforming situations;

WHEREAS, on June 17, 2014, the governing body of the City of Cody held a properly advertised public hearing pursuant to City of Cody Code 10-5-1, to consider whether the proposed amendment is in the public interest; and,

WHEREAS, after considering all public comments the governing body determines that it is in the public interest to adopt a new ordinance to replace the former language of Title 10, Chapter 13, Nonconforming uses.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

SECTION 1: Title 10, Chapter 13 of the City of Cody Code is hereby established as follows:

Chapter 13

NONCONFORMING LOTS, STRUCTURES, AND LAND USES

Sections:

10-13-1	<u>Generally</u>
10-13-2	<u>Legal Nonconforming Status</u>
10-13-3	<u>Legal Nonconforming Lots</u>
10-13-4	<u>Legal Nonconforming Structures</u>
10-13-5	<u>Legal Nonconforming Uses</u>
10-13-6	<u>Expansions and Changes</u>

10-13-1 Generally

- A. Within the City of Cody there are lots, structures, and uses of land that were established before the Cody zoning ordinance was adopted, subsequently amended, or applied to the property, which do not comply with one or more of the present requirements of this title. Any such lot, structure, or land use that was lawfully existing on the effective date of this title, or subsequent amendments thereto, that does not presently comply with a requirement of this title shall be classified as “legally nonconforming” in respect to such requirement(s) and have all rights and restrictions pertaining thereto as set forth in this chapter. In addition, annexed properties may continue a nonconforming use that was lawful at the time of annexation and has not been discontinued for more than one year after annexation, as outlined in Wyoming Statue 15-1-410(a).
- B. A change of ownership, tenancy, or management personnel in a legal nonconforming situation shall not affect nonconforming status.
- C. It is the intent of this chapter to permit legal nonconforming structures and uses to continue until they are removed or replaced. Nonconforming structures and uses are declared incompatible with the structures and uses that conform to the zoning district requirements in which they are situated.

- D. This chapter separates nonconforming situations into three categories: Nonconforming lots; Nonconforming structures; and Nonconforming uses. Whether a property contains one or multiple nonconformities, each nonconforming aspect is to be treated individually as to legal status, termination, expansion, and all other provisions of this chapter.
- E. When the lot area, setback, or other dimensional requirement of an existing lot or structure is rendered nonconforming as the result of federal, state, or local government acquisition of land, such as right-of-way purchase, the lot or structure shall be deemed to be in compliance with the applicable standard.
- F. Land uses and structures that were established in violation of Title 10, Zoning Regulations, are deemed illegal and subject to abatement and compliance with this title, except as may be authorized by the Board of Adjustment pursuant to Wyoming Statute 15-1-608(b)(iii) and City of Cody Code 10-4-3(C)(4). When an illegally established land use or structure is permitted to continue pursuant to said sections, it shall thereafter be subject to this chapter as if it were legally nonconforming.
- G. The burden is on the owner and tenant of the property to comply with applicable zoning and development regulations. Failure of the City to enforce zoning and development regulations for any activity, land use, or structure that is in violation of this title shall not preclude the City from later enforcing applicable ordinances and regulations.
- H. The City Planner, or designee, is authorized to render a decision as to whether a nonconforming lot, structure, or use was lawfully established and whether any legal nonconforming status remains or has been lost pursuant to Section 10-13-2. The City Planner may refer such question to the Planning, Zoning, and Adjustment Board for a decision, at his/her discretion. Decisions rendered by the City Planner are appealable to the Planning, Zoning and Adjustment Board pursuant to City of Cody Code 10-4-3.

10-13-2 Legal Nonconforming Status

Once the legal nonconforming status of a lot, structure, or land use is lost it shall not be reestablished. Except as may otherwise be permitted pursuant to this chapter, loss of a legal nonconforming status occurs:

- A. When the nonconformity is voluntarily eliminated by the owner, such as when a legal nonconforming use is replaced with a permitted use or conditional use, or when a nonconforming lot is merged with an adjacent lot and applicable lot size requirements are met.
- B. When a legal nonconforming use is discontinued or otherwise non-operational for a period of 365 days, or an extension period established pursuant to Section 10-13-5(a).
- C. When a legal nonconforming structure, as defined in Section 10-13-4, is demolished, destroyed, removed, or damaged to the extent that replacement cost would exceed 75% of the assessed value of the structure immediately prior to such event, except as provided for in Section 10-13-4(C).
- D. When a legal nonconforming use is replaced with a less-intensive nonconforming use as permitted by Section 10-13-6. In such case, the former nonconforming use is replaced with the new nonconforming use and cannot be reestablished.

- E. When a legal nonconforming use is replaced by an illegal use, in which case the legal nonconforming status is lost and the subsequent use, being illegal, shall be discontinued.

10-13-3 Legal Nonconforming Lots

Lots or parcels that were legally created, but which do not presently conform to the applicable lot size, width, or other dimensional lot standards of this code are determined to be legal nonconforming lots.

- A. Any otherwise permitted structure may be constructed on a legal nonconforming lot if the structure and use of the structure will comply with all other provisions of this code, such as applicable setbacks, buffers, access, and parking requirements; provided, the property owner may request a special exemption or variance for any such provision that is not met.
- B. Lots may become legally nonconforming as the result of the adoption or changes to the zoning ordinance, but the City shall not grant permits that would create a nonconforming lot with the following exception. Lots dedicated for public utility facilities shall be exempt from the lot size requirements of this title.
- C. Legal nonconforming lots shall only be altered or reconfigured in a manner that achieves, or is closer to achieving, the lot size and dimensional requirements of the City's code.

10-13-4 Legal Nonconforming Structures

A legally-permitted existing structure that is nonconforming only by reason of not meeting current setback, height, lot coverage, or other dimensional or architectural standards of this title is classified as a "Legal Nonconforming Structure". For legal nonconforming structures that also contain a legal nonconforming use, Section 10-13-5 shall apply rather than this section.

- A. Legal nonconforming structures may be remodeled, repaired, and enlarged by up to 50%, provided that any enlargement meets the current development standards of this title, no new dwelling units are created, the use of the structure is a permitted use, and in the Building Official's judgment the work does not significantly increase any life or safety hazards. If additional dwelling units are desired, enlargement exceeds 50% of the existing structure, or the Building Official has a life or safety concern, the property owner may submit an application for review by the Planning, Zoning and Adjustment Board under Section 10-13-6. In determining the percentage of any enlargement, calculations shall be based on the gross square footage of the structure either at the time this provision was adopted (*insert Month Day, Year*) or the time the structure became legally nonconforming, whichever occurred most recently.
- B. When the enlargement of a legal nonconforming structure does not meet the development standards of this title, relief may be requested in the form of a special exemption or zoning variance.
- C. When a legal nonconforming structure is damaged or destroyed by accidental fire, explosion or other casualty, act of God, the public enemy, or intentional acts other than those caused directly or indirectly by the owner, the structure may be restored to its legal nonconforming condition; provided, a building permit for restoration of the legal nonconforming structure must be obtained within 365 days of the damage and kept active until the project is completed.

10-13-5 Legal Nonconforming Uses

Any land use that was lawfully established, but which would now be prohibited at that location under zoning law, is classified as a legal nonconforming use; provided it has not lost that status pursuant to Section 10-13-2. A legal nonconforming use of land or structure(s) may be continued as long as the use remains otherwise lawful, as provided herein.

- A. A legal nonconforming use that is damaged or destroyed by accidental fire, explosion or other casualty, act of God, the public enemy, or criminal acts other than those caused directly or indirectly by the owner, may be restored or reconstructed. Such restoration or reconstruction shall be completed within 365 days of the date of damage or destruction and shall either duplicate, or be less nonconforming than, the original. The nonconforming use shall not be increased in size or intensity unless authorized pursuant to Section 10-13-6.

The Planning, Zoning and Adjustment Board may extend the time frame for restoration or reconstruction beyond the 365-day deadline, provided the owner or authorized agent can document that the reestablishment or reconstruction has been delayed due to pending insurance or court settlement directly related to the damage or destruction. The extension request must be submitted prior to the 365-day deadline.

- B. A legal nonconforming use may be expanded throughout any existing building in which it is located. A legal nonconforming use may not be expanded or otherwise modified to occupy any area outside such existing structure(s) except as may be authorized by the Planning, Zoning, and Adjustment Board in accordance with Section 10-13-6.
- C. Any legal nonconforming use of land located outside of a building shall not be expanded in area except in accordance with Section 10-13-6; provided, legal nonconforming mining operations may expand to the extent of their current Wyoming DEQ Land Quality Division mining permit without such review.
- D. No legal nonconforming use shall be transferred from one property to another. Expansion onto adjacent lands may be considered under Section 10-13-6.
- E. A legal nonconforming use may be replaced with a less-intensive nonconforming use when authorized pursuant to Section 10-13-6. For purposes of regulating and defining what constitutes a change in land use, "land use" means each individual use listed in the zoning ordinance. When the use is not listed, "land use" shall mean the specific activity being conducted.
- F. Nothing in this section shall be construed to restrict normal repair and maintenance activities of a structure containing a legal nonconforming use, provided:
- (1) The value of work and materials in any twelve-month period does not exceed twenty-five percent of the assessed value of the structure prior to such work; and
 - (2) The required maintenance and repair activities are not for the purpose of increasing the area or scope of the use.
- Work exceeding these limitations may be considered pursuant to Section 10-13-6.
- G. Voluntary replacement of a structure containing a legal nonconforming use may be considered pursuant to Section 10-13-6.

10-13-6 Expansions and Changes

- A. The Planning, Zoning and Adjustment Board shall consider applications for: the enlargement or expansion of a legal nonconforming use within a lot; expansion of a nonconforming use onto adjacent lands; the change of a legal nonconforming use to a different, less-intensive nonconforming use; repair and maintenance of a legal nonconforming use exceeding the limitations of Section 10-13-5(F); voluntary replacement of a structure containing a nonconforming use; and the expansion of a legal non-conforming structure by more than fifty percent. The Board may grant the relief requested if they find the following:
- (1) In the case of a nonconforming use, that the use was lawful at the time of its inception;
 - (2) That the significance of any hardship to the applicant from denial of the request is more compelling than, and reasonably outweighs, the benefit the public would receive from denial of the request;
 - (3) That the proposal is compatible with the character of the neighborhood to the extent that it does not jeopardize the future development or use of the surrounding area in compliance with this title and the master plan;
 - (4) That the project will otherwise comply with all applicable development standards and codes, such as parking and landscaping, unless a special exemption or zoning variance is granted for such.
 - (5) That the proposal will not otherwise be significantly detrimental to the public health, safety, or welfare.
- B. The Board may impose conditions on any approval granted in accordance with this section as necessary to mitigate potential adverse impacts to neighboring properties, public facilities, and natural systems.
- C. The application shall be reviewed by the Planning, Zoning, and Adjustment Board at a public hearing that has been advertised at least ten (10) days in advance. Notice of the public hearing shall be by publication in the local newspaper and by USPS first-class mail to all property owners within 140 feet of the subject property. The notice shall include the date, time, and location of the public hearing, along with a brief description of the proposal.

SECTION 2: EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise as required by law.

SECTION 3: SEVERABILITY. Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING: May 20, 2014
PASSED ON SECOND READING: June 3, 2014
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE 2014-09

AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2015.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CODY, WYOMING:

SECTION 1: That the amount of General Tax for the fiscal year ending June 30, 2014 necessary to meet the current expenses for the City of Cody, together with and including the necessary tax for interest and indebtedness for said year, and the same is hereby fixed and determined to be eight (8) mills upon all assessable property to be within the City of Cody, Wyoming.

SECTION 2. That said levy is hereby declared to be distributed as follows:

General Fund .008

SECTION 3. That said Ordinance shall be in full force and effect from and after its passage and publications as provided by law.

PASSED ON FIRST READING

June 03, 2014

PASSED ON SECOND READING:

PASSED, ADOPTED, AND ORDERED PUBLISHED
ON THIRD AND FINAL READING:

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

ORDINANCE 2014-10

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING THAT:

SECTION 1. There is hereby appropriated for the purpose of operating the City of Cody, Wyoming, and paying all expenses thereof, the sum of \$35,123,331.

SECTION 2. The City anticipates having \$34,236,226 available in revenue and \$16,191,179 in cash reserves during the coming year from the following sources and it is appropriated from the funds of said City for the ensuing year the sum of \$35,123,331 or as much as may be necessary for the following purposes, to wit:

Fund	Total Estimated Cash Available For Budget	Total Estimated Revenue Available	Estimated Total Cash Plus Revenues	Estimated Total Requirements for Appropriation
General Fund	\$ 5,676,050	\$ 14,267,620	\$ 19,943,670	\$ 14,750,592
Vehicle Replacement Fund	\$ 2,487,014	\$ 551,103	\$ 3,038,117	\$ 538,400
Lodging Tax Fund	\$ 8,456	\$ 101,797	\$ 110,253	\$ 110,253
Public Improvements Fund	\$ 128,592	\$ -	\$ 128,592	\$ 100,000
Solid Waste Fund	\$ 1,759,420	\$ 2,271,092	\$ 4,030,512	\$ 2,140,361
Water Fund	\$ 1,893,977	\$ 3,154,752	\$ 5,048,730	\$ 3,097,586
Wastewater Fund	\$ 1,659,575	\$ 1,407,180	\$ 3,066,755	\$ 1,851,148
Electric Fund	\$ 2,578,094	\$ 12,482,682	\$ 15,060,776	\$ 12,534,991
Total City Appropriation	\$ 16,191,179	\$ 34,236,226	\$ 50,427,405	\$ 35,123,331

General Fund		Solid Waste Fund	\$ 2,140,361
Mayor - Council	\$ 510,873	Water Fund	\$ 3,097,586
City Administrator	\$ 198,099	Wastewater Fund	\$ 1,851,148
Administrative Services	\$ 1,492,506	Electric Fund	\$ 12,534,991
Pass Through Grants	\$ 3,111,424	Lodging Tax Fund	\$ 110,253
Police	\$ 3,121,682	Vehicle Replacement Fund	\$ 538,400
Parks Maintenance	\$ 1,360,124	Public Improvements Fund	\$ 100,000
Public Facilities	\$ 542,194		
Recreation Center	\$ 1,121,917		
Aquatics	\$ 821,114		
Community Development	\$ 564,119		
Streets	\$ 1,622,466		
Vehicle Maintenance	\$ 284,073		
Total General Fund	\$ 14,750,592		

PASSED ON FIRST READING:

June 03, 2014

PASSED ON SECOND READING:

PASSED, ADOPTED, AND ORDERED PUBLISHED
ON THIRD AND FINAL READING:

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

MEETING DATE:	JUNE 17, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Ordinance 2014-11, An Ordinance Amending Minimum Yard Requirements for Residential Districts, as Set Forth In Title 10, Chapter 7 of the City of Cody Code.

ACTION:

A public hearing and first reading of Ordinance 2014-11, to amend portions of Title 10, Chapter 7, relating to minimum yard (a.k.a. setback) requirements in the residential zoning districts.

BACKGROUND:

Staff has identified the need for some technical corrections in the portions of the zoning code related to residential setbacks. Specifically, the Residential ‘A’ zoning district is missing language related to setbacks for detached garages and accessory buildings. The language is contained in the other residential zones and was inadvertently deleted from the Residential ‘A’ zone in an unrelated 2008 code amendment. In addition, the setback tables themselves are not as clear as they could be which leads to confusion and misunderstandings. Therefore, additional modifications are proposed to address the setback tables. Lastly, the zero-foot common wall setback for townhouses and attached single-family dwellings is now included in the Residential ‘B’ and ‘C’ zones—where the situation is applicable.

Technically, these are amendments to the code, but in practice they reflect the standards that the city, developers, and builders have used for years.

In addition to the ordinance document, a “Track Changes” version of the amendments is enclosed to show all edits, and which identifies proposed text by underline, and text to be deleted with strikethrough.

PROCEDURE:

10-5-1: CITY COUNCIL AUTHORITY:

The city council may by ordinance at any time, on its own motion or petition, or upon the recommendations by the planning and zoning commission, amend, supplement or change the regulations or districts herein or subsequently established; provided, however, that a public hearing shall first be held in relation thereto, after one publication of notice of the time, place and purpose of such hearing, in an official newspaper, at least fifteen (15) days prior to such hearing.

The Planning and Zoning Board has made a recommendation to the City Council to adopt the proposed ordinance. A properly advertised public hearing is scheduled for the June 17th meeting.

FISCAL IMPACT

There do not appear to be any direct costs to the city budget.

ALTERNATIVES

Approve, table, or deny the ordinance.

AGENDA ITEM NO. _____

RECOMMENDATION

The Planning and Zoning Board recommends adoption of the proposed ordinance.

ATTACHMENTS

Ordinance 2014-11.

“Track Changes” version of amendments.

AGENDA & SUMMARY REPORT TO:

N/A

ORDINANCE NO. 2014-11

AN ORDINANCE AMENDING MINIMUM YARD REQUIREMENTS FOR RESIDENTIAL DISTRICTS, AS SET FORTH IN TITLE 10, CHAPTER 7 OF THE CITY OF CODY CODE.

WHEREAS, on June 10, 2014, the City of Cody Planning, Zoning, and Adjustment Board made a recommendation to amend Title 10, Chapter 7 of the City of Cody zoning ordinance pertaining to minimum yard (a.k.a. setback) requirements in the residential zoning districts;

WHEREAS, on June 17, 2014, the governing body of the City of Cody held a properly advertised public hearing pursuant to City of Cody Code 10-5-1, to consider whether the proposed amendments are in the public interest; and,

WHEREAS, after considering all public comments the governing body determined that it is in the public interest to adopt an ordinance to amend the language of Title 10, Chapter 7, as it pertains to minimum yard requirements.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

SECTION 1: Title 10, Chapter 7, Article A, Section 3 of the City of Cody Code is hereby amended to read as follows:

10-7A-3: YARDS:

Each building, whether a dwelling, detached private garage, municipal recreation building, or other building for an approved principal use, shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
25 feet	15 feet	5 feet	15 feet on side next to public street, 5 feet other side

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to public street, 5 feet other side

SECTION 2: Title 10, Chapter 7, Article B, Section 4 of the City of Cody Code is hereby amended to read as follows:

10-7B-4: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use, shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
------------	-----------	--------------------------	------------------------

25 feet	15 feet	5 feet	15 feet on side next to public street, 5 feet other side
---------	---------	--------	--

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to public street, 5 feet other side

SECTION 3: Title 10, Chapter 7, Article C, Section 4 of the City of Cody Code is hereby amended to read as follows:

10-7C-4: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
15 feet	15 feet	5 feet*	15 feet on side next to public street, 5 feet other side

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

*Side yards for townhouses and one-family attached dwellings may be zero at their common wall.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to public street, 5 feet other side

SECTION 4: Title 10, Chapter 7, Article D, Section 3 of the City of Cody Code is hereby amended to read as follows:

10-7D-3: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use shall have setbacks (yards) of not less than the following.

Front Yard	Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
15 feet	15 feet	5 feet*	15 feet on side next to public street, 5 feet other side

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

*Side yards for townhouses and one-family attached dwellings may be zero at their common wall.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

Rear Yard	Interior Lot: Side Yards	Corner Lot: Side Yards
5 feet	5 feet	15 feet on side next to the public street, 5 feet other side

SECTION 5: EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise as required by law.

SECTION 6: SEVERABILITY. Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING: _____
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

PROPOSED ZONING ORDINANCE AMENDMENTS, RESIDENTIAL SETBACKS

Residential AA District

10-7A-3: YARDS:

Each building, whether a dwelling, detached private garage, ~~or~~ municipal recreation building, or other building for an approved principal use, shall have setbacks (yards) of not less than the following as herein delineated.

Front <u>Yard</u>	Side, Rear <u>Yard</u>	Interior Lot: <u>Side Yards</u>	Corner Lot: Side <u>Yards</u> Street
25 feet	15 feet	5 feet	15 feet <u>on side next to public street, 5 feet other side</u>

Except a detached private garage may be located not less than~~within~~ five feet (5') ~~off from a~~ property line bordering an alley.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following as herein delineated.

Rear <u>Yard</u> Side	Interior Lot: <u>Side Yards</u>	Corner Lot: Side <u>Yards</u> Street
5 feet	5 feet	15 feet <u>on side next to public street, 5 feet other side</u>

Residential A District

10-7B-4: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use, shall have setbacks (yards) of not less than the following as herein delineated.

Front <u>Yard</u>	Side, Rear <u>Yard</u>	Interior Lot: <u>Side Yards</u>	Corner Lot: Side <u>Yards</u> Street
25 feet	15 feet	5 feet	15 feet <u>on side next to public street, 5 feet other side</u>

Except a detached private garage may be located not less than five feet (5') from a property line bordering an alley.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following.

<u>Rear Yard</u>	<u>Interior Lot: Side Yards</u>	<u>Corner Lot: Side Yards</u>
<u>5 feet</u>	<u>5 feet</u>	<u>15 feet on side next to public street, 5 feet other side</u>

Residential B District

10-7C-4: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use shall have setbacks (yards) of not less than the following as herein delineated.

<u>Front Yard</u>	<u>Side, Rear Yard</u>	<u>Interior Lot: Side Yards</u>	<u>Corner Lot: Side Yards</u> <u>Street</u>
<u>15 feet</u>	<u>15 feet</u>	<u>5 feet*</u>	<u>15 feet on side next to public street, 5 feet other side</u>

Except a detached private garage may be located not less than~~within~~ five feet (5') ~~off~~from a property line bordering an alley~~line~~.

*Side yards for townhouses and one-family attached dwellings may be zero at their common wall.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following as herein delineated.

<u>Side, Rear Yard</u>	<u>Interior Lot: Side Yards</u>	<u>Corner Lot: Side Yards</u> <u>Street</u>
<u>5 feet</u>	<u>5 feet</u>	<u>15 feet on side next to public street, 5 feet other side</u>

Residential C District

10-7D-3: YARDS:

Each building, whether a dwelling, detached private garage or other building for an approved principal use shall have setbacks (yards) of not less than the following as herein delineated.

Front <u>Yard</u>	Side, Rear <u>Yard</u>	Interior Lot: <u>Side Yards</u>	Corner Lot: Street - <u>Side Yards</u>
15 feet	15 feet	5 feet*	15 feet <u>on side next to public street, 5 feet other side</u>

Except a detached private garage may be located not less than~~within~~ five feet (5') ~~off~~from a property line bordering an alley ~~line~~.

*Side yards for townhouses and one-family attached dwellings may be zero at their common wall.

Detached accessory buildings, other than private garages, shall be located within the rear half of the lot and shall have setbacks (yards) of not less than the following~~as herein delineated~~.

Rear <u>Yard</u>	Side, Interior Lot: <u>Side Yards</u>	Corner Lot: Side <u>Yards</u> Street
5 feet	5 feet	15 feet <u>on side next to the public street, 5 feet other side</u>

ORDINANCE 2014-08

AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING UNITS BY AMENDING CITY OF CODY CODE TITLE 10, CHAPTERS 1 AND 7 THROUGH 11.

WHEREAS, in response to a number of inquiries from property owners desiring to establish accessory dwelling units, a subcommittee of Planning and Zoning Board members and city staff researched the topic and drafted new definitions and regulations to specifically address the topic;

WHEREAS, the Planning and Zoning Board reviewed the draft definitions and regulations, and at their February 25, 2014 meeting directed modifications and made a recommendation that the City Council consider adoption of those draft definitions and regulations pertaining to accessory dwelling units;

WHEREAS, a properly advertised public hearing was held by the City Council on June 17, 2014;

WHEREAS, after considering public comment and the Planning and Zoning Board recommendation, the City Council has determined that it is in the best interest of the public to adopt the accessory dwelling unit regulations and associated definitions.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING:

SECTION 1:

Chapter 1, Definitions, of Title 10, Zoning Regulations, is hereby amended to add the following definitions:

Accessory Dwelling Unit (ADU): “Accessory Dwelling Unit” (ADU) is an independent, self-contained dwelling unit within or attached to a single-family dwelling or building accessory thereto. An ADU that complies with the zoning ordinance is considered a separate land use for purposes of zoning definition and classification, such that it shall not individually constitute a single-family dwelling or cause a single-family dwelling in which it is located to be considered a two-family dwelling (duplex), as the ADU is clearly subordinate to the primary dwelling unit, both in use and appearance. Mobile homes, manufactured homes, recreational vehicles and temporary structures shall not be used as Accessory Dwelling Units.

Dwelling: “Dwelling” means a building, structure, or portion thereof, designed or used exclusively for residential occupancy. Dwellings are further classified by the number of dwelling units (e.g. two-family dwelling) and configuration (attached or detached).

Dwelling Unit: “Dwelling Unit” means a single residential unit providing complete and independent living facilities for one or more persons living as a single household, including lawful facilities for cooking, eating, sleeping and sanitation reserved solely for the occupants thereof.

SECTION 2:

The definition of “Dwelling, One-Family Detached” as found in Chapter 1, Definitions, of Title 10, Zoning Regulations, is hereby amended to read as follows:

Dwelling, One-Family Detached: A building containing one dwelling unit; or, a building containing one dwelling unit and an accessory dwelling unit.

SECTION 3:

Chapter 11, Restrictions and Limitations, of Title 10 City of Cody Code is renamed to Chapter 11, Supplemental Development Standards.

SECTION 4:

A new section, 10-11-2, Accessory Dwelling Units, is added to Chapter 11, Supplemental Development Regulations, as follows:

10-11-2 Accessory Dwelling Units. (ADUs) Accessory dwelling units established in conformance with the provisions of this section may be allowed as specified by the applicable zoning district. **An application demonstrating compliance with the requirements of this section must be submitted for review and approval.**

1. An accessory dwelling unit, where permitted, may be located only in one of the following manners:

- a. Within a detached single-family dwelling, either initially at time of construction, or anytime thereafter.
- b. Within an addition to a detached single-family dwelling.
- c. Above or within a residential garage or other building accessory to a detached single-family dwelling.
- d. Within an accessory building on the same parcel as a detached single-family dwelling unit.

2. Development standards. Accessory Dwelling Units (ADUs) shall comply with the following development standards, in addition to those of the specific zoning district in which the property is located.

a. Lot Area, Dwelling Size, and Density. The minimum lot size required for an accessory dwelling unit (ADU) is 7,000 square feet. Accessory dwelling units are not subject to the minimum dwelling size requirement of the zoning ordinance and are not included in the density calculations (“lot area per family”) for a lot.

b. Number. Only one accessory dwelling unit (ADU) per lot may be permitted and the ADU must be accessory to a detached single-family dwelling. A lot already occupied by two or more dwellings is not permitted to have an accessory dwelling unit.

c. Height and Setbacks. A single-story ADU that does not exceed fifteen feet in building height is subject to the setback standards applicable to private garages. ADU structures that are taller than fifteen feet in building height shall conform to setback standards applicable to a primary residence.

d. Lot coverage. The footprint of a proposed building containing an ADU that is structurally detached from the primary residence may cover up to 20% of the lot.

e. Living Area. The total living area of an ADU may not exceed seventy-five percent of the living area of the primary dwelling, or 800 square feet, whichever is less, with the following exception: When the ADU will be located on one level of an existing house (e.g. basement), and it is not readily feasible to limit the ADU to a portion of that level, then the full level may be utilized by the ADU. Qualification for such exception shall be determined by the City Planner.

For ADU-related purposes, living area is calculated by excluding the following from the gross square footage of the building:

1. The exterior walls.
2. Garages.
3. Basements with less than 6’8” ceiling height; and,
4. Other areas with ceiling height less than five feet.

f. Type of Construction. All ADUs are to be of conventional site-built construction and meet the requirements of the adopted building code for residential dwellings. Mobile homes, manufactured homes, recreational vehicles and temporary structures shall not be used as ADUs.

g. Bedrooms. An ADU may not contain more than two bedrooms/sleeping areas.

h. Parking. An ADU must have a minimum of one off-street parking space, when located outside of the downtown parking district. Any required existing parking may not be displaced by the ADU, unless such parking is replaced elsewhere on the lot.

i. Entrances. Within the Residential AA zoning district, only one entrance may be located on the front face of the house. Entrances set back at least twelve feet from the nearest portion of the front of the house are not considered to be on the front face.

j. Owner Occupancy. Within the Residential AA and A zoning districts, the owner of the property must utilize the primary dwelling unit or ADU as their primary residence. The units shall not both be occupied unless this is the case. Prior to the issuance of a permit to establish an accessory dwelling unit in the AA or A zone, the property owner is to record a deed restriction with the Park County Clerk’s office to this effect. The document must be in a form prescribed by the City and include a description of the location and size of the ADU.

In addition, within the Residential AA zoning district, occupancy of the ADU by other than the property owner is limited to a person, and their household, that provides or receives a direct non-monetary benefit to/from the property owner, such

as a personal caregiver, groundskeeper, housekeeper, nanny, relative, or house guest. Notice of this restriction is to be included in the deed restriction noted above.

Written certification of ongoing compliance with this requirement (j) must be provided annually to the Community Development office, if applicable.

k. Short term rental. An ADU may be utilized as a short term rental when located in a zoning district that permits short term rentals, provided applicable short term rental requirements are met.

l. Utilities. Both the primary dwelling and the ADU must be connected to public sewer and public water, and be served with a functional fire hydrant meeting applicable requirements for distance to the dwellings.

m. Any home occupation within an ADU shall be limited to the home occupation standards of the Residential AA district.

n. Addressing. The ADU will be assigned an individual address, which must be posted as required by code.

3. Neighbor Notice:

Upon authorization of an Accessory Dwelling Unit, notice of the project and applicable requirements of this section must be provided to owners of all private land within seventy(?) feet of the subject property by USPS first class mail. The owner is to certify to the City that the notice was sent prior to commencing use of the ADU.

SECTION 5:

Add a new Section 10-7A-1(F) to City of Cody Code, as follows:

“Accessory Dwelling Unit, subject to Section 10-11-2.”

(Note: This adds Accessory Dwelling Units as permitted uses in the Residential AA zoning district, which also makes them permitted in the A, B, C, F-2, T, RR, D-1, D-2, and D-3 zoning districts.)

SECTION 6:

EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise.

SECTION 7:

SEVERABILITY. Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful, or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director