

AGENDA

Tuesday, June 18, 2013 - 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

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 Special Meeting from 5/30/13 and 6/6/13 and Regular Meeting Minutes from 6/4/13.
 - b. Approve vouchers and payroll in the amount of \$2,042,997.25.
 - c. Consider a request from the Optimist Club to provide a free children's festival in City Park on August 17, 2013, authorize closure of 10th Street between Sheridan and Beck Avenues, and approve the request contingent upon the recommendations and conditions outlined by staff.
 - d. Approve a request from West Park Hospital and the Park County Animal Shelter to utilize a variety of City streets on August 17, 2013 beginning at 8:00 a.m. for a Tails to Trails 5K Fitness Run/Walk event, contingent upon the recommendations and conditions outlined by staff.
 - e. Approve the changes to the child care section of the Recreation Center Rules of the Game.
 - f. Consider a request from Gail Nace of the Silver Dollar Bar to allow retail liquor license holders to operate with modified hours on June 30th, July 2nd, July 3rd and July 4th, 2013 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 21, 2013, 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.
 - g. Authorize the Mayor to accept and sign the BLM Right-of-Way land grant award (Serial# WYW-16600) for the Beck Lake Mountain Bike Park and Trail System.
 - h. Authorize the Mayor to accept and sign the Contract Amendment #1 which allows WYDOT to remove the ARS (Authority to Render Service) portion of the Powell/Cody Corridor Highway Project.
 - i. Authorize the Mayor to sign the Certificate of Substantial Completion for the Cody West Strip Water Main Extension.
 - j. Consider a request from the Veterans Memorial Park Steering Committee to construct a World War I monument at the Veterans Memorial Park, contingent upon conditions listed.
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 2013-2014 budget for the City of Cody.
- b. A public hearing to determine if it is in the public's interest to renew 21 retail liquor licenses, 11 restaurant liquor licenses, 2 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, and 1 winery permit for the period of August 1, 2013 through July 31, 2014.

4. Conduct of Business

- a. Consider renewing 21 retail liquor licenses, 11 restaurant liquor licenses, 2 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, and 1 winery permit for the period of August 1, 2013 through July 31, 2014.
Staff Reference: Cindy Baker, Administrative Services Officer
- b. Consider approval of a Taxi License to John Jones dba Crazy Horse Taxi Services through December 31, 2013.
Staff Reference: Cindy Baker Administrative Services Officer
Spokesperson: John Jones, Crazy Horse Taxi Services
- c. Authorize the Mayor and Council to accept and sign the Right-of-Way and Utility Certificate associated with the 29th Street Pathway Project.
Staff Reference: Steve Payne, Public Works Director
- d. **ORDINANCE 2013-13 – THIRD AND FINAL READING AS AMENDED AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, ARTICLES I and II OF THE CODY CITY CODE PERTAINING TO SEWERS AND SEWAGE DISPOSAL.**
Staff Reference: Steve Payne, Public Works Director
- e. **ORDINANCE 2013-14 –THIRD AND FINAL READING AS AMENDED 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.**
Staff Reference: Leslie Brumage, Finance Officer
- f. **ORDINANCE 2013-15 – 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, 2014.**
Staff Reference: Leslie Brumage, Finance Officer
- g. **RESOLUTION 2013-11 A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.**
Staff Reference: Leslie Brumage, Finance Officer

5. Tabled Items

6. Matters from Staff Members or Council Members

**City of Cody
Council Proceedings
Thursday, May 30, 2013**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, May 30, 2013 at 4:15 p.m.

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

Absent: City Administrator, Jenni Rosencranse

Mayor Brown called the meeting to order at 4:18 p.m.

ORDINANCE 2013-14 – 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, 2014.

Council Member Wolz made a motion seconded by Council Member Fritz to approve Ordinance 2013-14 on First Reading. Vote was unanimous.

ORDINANCE 2013-15 – FIRST READING

AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2013-15 on First Reading. Vote was unanimous.

Leslie Brumage, Finance Officer provided the Governing Body with an update on the Purchasing Card option and the Request for Proposal that the staff would like to proceed with. Staff was directed to proceed with an RFP for this service.

Steve Payne, Public Works Director provided the Governing Body with information as it relates to conveyance of a parcel of land. Staff was directed to let the property owner know at this time the City is not interested in pursuing ownership/transfer of this parcel of land.

Governing Body reviewed Council Agenda for June 6, 2013. No action was taken.

Council Member Miller made a motion seconded by Council Member Edwards to enter into Executive Session at 6:07 p.m. to consider or receive information classified as confidential by law pursuant to Wyoming State Statute 16-4-405. Council Member Miller made a motion seconded by Council Member Edwards to exit the Executive Session at 6:38 p.m. No action was taken.

There being no further discussion, the meeting adjourned at 6:39 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Thursday, June 6, 2013

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, June 6, 2013 at 4:15 p.m.

Present: Council President Miller, Council Members, Donny Anderson, Bryan Edwards, and Stan Wolz; City Administrator, Jenni Rosencranse, Finance Officer, Leslie Brumage, and Public Works Director, Steve Payne.

Absent: Mayor Brown, Council Members Jerry Fritz, and Landon Greer.

Council President Miller called the meeting to order at 4:15 p.m.

The Governing Body discussed the proposed budget for Fiscal Year 2013-2014. Staff was recommended to prepare the budget amendments as presented for the Third and Final Reading.

Council President Miller adjourned the meeting at 4:45 p.m.

Cindy Baker
Administrative Services Officer

Steve Miller
Council President

City of Cody
Council Proceedings
Tuesday, June 4, 2013

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, June 4, 2013 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Brian Edwards, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz, City Administrator Jenni Rosencranse, City Attorney Scott Kolpitzke and Administrative Services Officer, Cindy Baker.

Absent: None

Mayor Brown called the meeting to order at 7:02 p.m.

Council Member Miller made a motion seconded by Council Member Fritz to approve the agenda as presented. Vote was unanimous.

Mayor Brown read the proclamation declaring the week of June 10-14, 2013 as Field of Honor Week.

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent agenda as presented including: Minutes of the Special Meetings from 5/16/13, 5/22/13 and 5/23/13 and Regular Meeting Minutes from 5/21/13; 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 \$19,348.78 to be funded out of the Lodging Tax fund and require the Stampede Parade Committee to provide proof of insurance for all three parades; approve a request from Doug Nordberg and the Downtown Merchants to close the 1100, 1200 and 1300 blocks of Sheridan Avenue on Thursday, September 19, 2013 from 2 p.m. to 9 p.m. for the 5th annual Boot Scoot'n Boogie Main Street Event, approve an Open Container permit for the event, and approve sponsoring cost in the amount of \$1,832.70 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; authorize the Mayor to sign the BLM Right-of-Way grant renewal form and authorize Stephen Payne, PE as the authorized agent for the application; declare equipment as surplus and authorize staff to proceed with the auction process for sale of such equipment; award Quote 2013-07 - Fuel to Brad Hall and Associates; approve the 5th Annual Run for Hope sponsored by the Cody Soroptimist Club to be held on Saturday, October 5, 2013 at 10:00 a.m., authorize the Cody Police Department to assist with traffic control during the event, and require proof of insurance; approve the Preliminary Plat for the Kamm Simple Subdivision, a one-lot simple subdivision located at the north end of North 37th Street, about ¼ mile north of Cooper Lane; award Bid No. 2013-06 to Harris Trucking and Construction in the amount \$545,292 of for the 16th Street Storm Drain Improvements and authorize the Mayor to enter into and sign an agreement between Harris Trucking and Construction and the City of Cody. Vote was unanimous.

At 7:12 pm Mayor Brown began the public hearing to determine if it is in the public interest to issue an unassigned Bar and Grill Liquor License to one of two applicants who have applied for the City's unissued license. Leonard Moore provided information as it pertains to the Pat O'Hara Brewing Company application. Scott Kolpitzke, City Attorney reviewed the State Statutes in regard to the criteria of denial of this license. Jim Spain, Stu Allen, Christy Livingston, Steve Wood and Charles Cloud spoke in favor of this application and Paul Lanchbury provided general comments. Brad Constantine, Gary Johnston and Rich Peterson provided information as it pertains to the Millstone Pizza LLC application. Rick Cook, Jay Blough, Howard Thompson and Jake Fulkerson spoke in favor of this application and Christy Livingstone provided general comments and concerns.

After calling for public comments three times and there being none further, Mayor Brown closed the public hearing at 8:50 pm.

Council Member Wolz made a motion seconded by Council Member Anderson to issue the City's unissued bar and grill license to Millstone Pizza LLC contingent upon approval of the site plan and no accompanying variances for parking. Voting in favor were Council Members Anderson, Miller, Wolz and Mayor Brown. Opposed were Council Members Greer, Fritz and Edwards. Motion passed.

Council Member Miller made a motion seconded by Council Member Edwards to approve a request from the Nature Conservancy for an open container permit and authorize the sale of

beer at the 1st Annual Cody Wild West River Fest on Saturday, August 24th from 1 pm to 8 pm in City Park. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Anderson to approve the request from Shoshone Municipal Pipeline for the City Street Crew to chip seal SMP's parking lot and entry road with recommendations outlined by staff and authorize the Mayor to enter into and sign an agreement between SMP contingent upon review and approval by the City Attorney. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Wolz to approve vouchers and payroll in the amount of \$394,536.64. Council Member Greer recused himself from the vote. Voting in favor were Council Members Anderson, Miller, Fritz, Edwards, Wolz and Mayor Brown. Motion passed.

**ORDINANCE 2013-10 – THIRD AND FINAL READING, AS AMENDED
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14
OF THE CITY OF CODY CODE: LICENSE FEES.**

Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2013-10 on Third and Final Reading, as Amended. Vote was unanimous.

**ORDINANCE 2013-11 – THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION
14(D) OF THE CITY OF CODY CODE PERTAINING TO RESTAURANT LIQUOR
LICENSE FEES.**

Council Member Miller made a motion seconded by Council Member Anderson to approve Ordinance 2013-11 on Third and Final Reading. Vote was unanimous.

**ORDINANCE 2013-12 – THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE I, SECTION 8 OF
THE CITY OF CODY CODE: OPEN CONTAINERS IN PUBLIC STREETS,
SCHOOL GROUNDS, PARKS, ETC.**

Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2013-12 on Third and Final Reading. Vote was unanimous.

**ORDINANCE 2013-13 – SECOND READING
AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, ARTICLES I and II OF THE
CODY CITY CODE PERTAINING TO SEWERS AND SEWAGE DISPOSAL.**

Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2013-13 on Second Reading. Vote was unanimous.

**ORDINANCE 2013-14 – SECOND 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, 2014.**

Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2013-14 on Second Reading. Vote was unanimous.

**ORDINANCE 2013-15 – SECOND READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF
CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2014.**

Council Member Miller made a motion seconded by Council Member Anderson to approve Ordinance 2013-15 on Second Reading. Vote was unanimous.

Council Member Edwards made a motion seconded by Council Member Fritz to remove from the tabled items and enter into the conduct of business for consideration the request from the Kefar Shrine Club to close the Visitor Center parking lot May 22 through September 15, 2013, seven days a week from 6:00 p.m. to 10:00 p.m. to provide trackless train rides, contingent upon providing insurance, and other recommendations outlined by staff. Vote was unanimous.

Mayor Brown called for a motion on this item. As there was no motion, no action was taken.

Mayor Brown called for a motion to remove Ordinances 2013-05, 2013-06, 2013-07 and 2013-08 from Tabled Items. As there was no motion, no action was taken.

There being no further business, Mayor Brown adjourned the meeting at 9:50 pm

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	060413	PREMIUM	06/04/2013	416.00	416.00	06/04/2013	
Total 125412:				416.00	416.00		
A-1 ELECTRIC							
200							
	03472	NORTH LIFT STATION	05/31/2013	64.00	64.00	06/11/2013	
Total 200:				64.00	64.00		
ACE HARDWARE							
2390							
	255540	KEY	05/06/2013	3.58	3.58	06/11/2013	
	255894	SHOP & CLEANING SUPPLIES	05/09/2013	59.41	59.41	06/11/2013	
	256290	RAW WATER REPAIRS	05/14/2013	3.54	3.54	06/11/2013	
	256665	TRASH BAGS / HOLD DOWN ST	05/17/2013	19.57	19.57	06/11/2013	
	257214	SUPPLIES	05/24/2013	63.93	63.93	06/11/2013	
	257214	TOOLS	05/24/2013	8.49	8.49	06/11/2013	
	257228	MATERIAL & SUPPLIES	05/24/2013	8.58	8.58	06/11/2013	
	257473	MISC. PARTS	05/28/2013	11.47	11.47	06/11/2013	
	257616	MATERIALS & SUPPLIES	05/29/2013	16.78	16.78	06/11/2013	
	257622	SHOP SUPPLIES	05/29/2013	9.87	9.87	06/11/2013	
	257686	ELECT. TAPE	05/30/2013	1.98	1.98	06/11/2013	
	257705	MISC. PARTS	05/30/2013	13.99	13.99	06/11/2013	
	257712	LIGHT BULBS	05/30/2013	9.98	9.98	06/11/2013	
	257789	MISC. PARTS	05/31/2013	4.97	4.97	06/11/2013	
	258026	LIGHT BULBS	06/03/2013	6.49	6.49	06/11/2013	
	258033	SHOP SUPPLIES	06/03/2013	1.60	1.60	06/11/2013	
	258102	PAINTING SUPPLIES	06/03/2013	68.41	68.41	06/11/2013	
	258290	SUPPLIES	06/05/2013	12.98	12.98	06/11/2013	
	258319	SUPPLIES	06/05/2013	7.08	7.08	06/11/2013	
	258359	METAL HANDLE	06/06/2013	4.99	4.99	06/11/2013	
	258397	DUCT TAPE / SEALANT	06/06/2013	16.48	16.48	06/11/2013	
Total 2390:				354.17	354.17		
ADVANCED INFO SYSTEMS							
129162							
	10559	CYCLE 3 OUTSOURCE UTILITIY	05/29/2013	564.93	564.93	06/11/2013	
	10578	CYCLE 4 OUTSOURCE BILLS	06/07/2013	332.78	332.78	06/11/2013	
Total 129162:				897.71	897.71		
AIR FILTER SOLUTIONS INC							
126967							
	65675	AIR FILTERS	05/29/2013	2,020.86	2,020.86	06/11/2013	
Total 126967:				2,020.86	2,020.86		
ALBERTSONS							
430							
	023272	REC CENTER CAMP	05/23/2013	50.00	50.00	06/11/2013	
	026285	REC CENTER BIRTHDAY PART	05/24/2013	21.86	21.86	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 430:				71.86	71.86		
ALSCO							
126551							
	931521	TOWELS	05/27/2013	117.93	117.93	06/11/2013	
	933383	TOWELS	06/03/2013	47.99	47.99	06/11/2013	
	933818	RUGS - AUDITORIUM	06/04/2013	175.74	175.74	06/11/2013	
Total 126551:				341.66	341.66		
AMERICAN FAMILY LIFE ASSUR							
550							
	060413	PREMIUM	06/04/2013	2,095.60	2,095.60	06/04/2013	
Total 550:				2,095.60	2,095.60		
AMERICAN WELDING & GAS, INC.							
128592							
	02252278	CUTTING OIL	05/28/2013	25.66	25.66	06/11/2013	
	02259736	CYLINDER RENTALS	05/31/2013	36.27	36.27	06/11/2013	
	02259737	SUPPLIES	05/31/2013	60.45	60.45	06/11/2013	
	02259738	CYLINDER RENTALS	05/31/2013	48.36	48.36	06/11/2013	
	02274819	CO2	06/04/2013	34.44	34.44	06/11/2013	
	02274820	CO2	06/04/2013	34.44	34.44	06/11/2013	
Total 128592:				239.62	239.62		
AMERI-TECH EQUIPMENT							
123053							
	11401	DUMPSTER LID ASSY.	05/31/2013	2,549.61	2,549.61	06/11/2013	
Total 123053:				2,549.61	2,549.61		
APPLIED GRAPHICS							
123465							
	5216	CHANGE FACILITY HOURS AT	05/24/2013	30.00	30.00	06/11/2013	
Total 123465:				30.00	30.00		
BEACON ATHLETICS							
127303							
	0428777-IN	BALLFIELD MAINTENANCE	05/31/2013	59.00	59.00	06/11/2013	
Total 127303:				59.00	59.00		
BEAR CO, INC							
1010							
	172566	TIRES / REPAIRS	05/07/2013	1,249.70	1,249.70	06/11/2013	
	172768	TIRES / REPAIRS	05/15/2013	460.00	460.00	06/11/2013	
	172814	TIRES / REPAIRS	05/17/2013	99.00	99.00	06/11/2013	
	172820	TIRES / REPAIRS	05/17/2013	751.68	751.68	06/11/2013	
	172829	TIRES / REPAIRS	05/17/2013	1,220.00	1,220.00	06/11/2013	
	172889	TIRES / REPAIRS	05/21/2013	207.69	207.69	06/11/2013	
Total 1010:				3,988.07	3,988.07		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BENTLEY SYSTEMS INC							
126374							
	40493888	SOFTWARE LICENSE RENEWA	04/12/2013	2,405.00	2,405.00	06/11/2013	
Total 126374:				2,405.00	2,405.00		
BETTER BODY FITNESS							
127727							
	11714	FITNESS EQUIPMENT	04/16/2013	11,854.00	11,854.00	06/11/2013	
	11749	WHEEL KIT	04/25/2013	276.98	276.98	06/11/2013	
	11786	EQUIPMENT MAINTENANCE	05/30/2013	100.00	100.00	06/11/2013	
Total 127727:				12,230.98	12,230.98		
BIG HORN HORTICULTURAL SERVICE							
123189							
	232781	RIGHT OF WAY CLEARING	04/15/2013	625.00	625.00	06/11/2013	
	232781	RIGHT OF WAY CLEARING	04/15/2013	625.00	625.00	06/11/2013	
Total 123189:				1,250.00	1,250.00		
BIG HORN PAINT							
1180							
	0058262	DUMPSTER PAINT	06/06/2013	267.96	267.96	06/11/2013	
Total 1180:				267.96	267.96		
BIG HORN WHOLESALE							
1210							
	7709	PARKS - RESTROOM CLEANIN	06/04/2013	34.54	34.54	06/11/2013	
Total 1210:				34.54	34.54		
BLOEDORN LUMBER							
1590							
	1101574	LOCATING	05/15/2013	19.96	19.96	06/11/2013	
	1127443	PLAYGROUND EQUIP. REPAIR	05/31/2013	3.49	3.49	06/11/2013	
Total 1590:				23.45	23.45		
BLUE CROSS BLUE SHIELD OF WY							
1360							
	052013	INSURANCE PREMIUMS	05/20/2013	99,978.60	99,978.60	06/11/2013	
	052013	INSURANCE PREMIUMS - CRED	05/20/2013	1,981.37-	1,981.37-	06/11/2013	
Total 1360:				97,997.23	97,997.23		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	6381	EXCAVATOR RENTAL	05/17/2013	310.28	310.28	06/11/2013	
Total 128623:				310.28	310.28		
BOONE'S MACHINE SHOP							
1400							
	53785	TRAILER JACK	05/25/2013	227.95	227.95	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1400:				227.95	227.95		
BOOT BARN, INC							
128267							
	IVC0037961	UNIFORMS - TYSON VOLMER	05/20/2013	482.90	482.90	06/11/2013	
Total 128267:				482.90	482.90		
BRUCO INC							
1550							
	313614	BATHROOM CLEANER	05/23/2013	200.24	200.24	06/11/2013	
	313620	CHEMICALS / SUPPLIES	05/23/2013	201.47	201.47	06/11/2013	
Total 1550:				401.71	401.71		
BRUMAGE, LESLIE							
124227							
	060513	MILEAGE REIMBURSEMENT	06/05/2013	27.69	27.69	06/11/2013	
Total 124227:				27.69	27.69		
BULLOCK, TOM							
129710							
	301359	REC CENTER REFUND	05/30/2013	30.00	30.00	06/11/2013	
Total 129710:				30.00	30.00		
C & C WELDING							
1690							
	16267	RAMP FOR TRAILER	05/16/2013	98.07	98.07	06/11/2013	
	16361	AERATOR REPAIR	05/04/2013	127.30	127.30	06/11/2013	
Total 1690:				225.37	225.37		
CALIFORNIA STATE DISBURSEMENT							
128390							
	060613	#0670159928	06/06/2013	46.15	46.15	06/06/2013	
	060613	#0670361793	06/06/2013	23.07	23.07	06/06/2013	
Total 128390:				69.22	69.22		
CARQUEST AUTO PARTS							
10200							
	2874-220133	REPAIR PARTS	05/01/2013	2.62	2.62	06/11/2013	
	2874-220139	REPAIR PARTS	05/01/2013	41.57	41.57	06/11/2013	
	2874-220142	REPAIR PARTS	05/01/2013	56.03	56.03	06/11/2013	
	2874-220204	REPAIR PARTS	05/02/2013	2.78	2.78	06/11/2013	
	2874-220511	REPAIR PARTS	05/07/2013	239.62	239.62	06/11/2013	
	2874-220536	REPAIR PARTS	05/07/2013	15.77	15.77	06/11/2013	
	2874-220543	REPAIR PARTS	05/07/2013	2.42	2.42	06/11/2013	
	2874-220584	REPAIR PARTS	05/07/2013	20.57	20.57	06/11/2013	
	2874-220624	REPAIR PARTS	05/08/2013	13.98	13.98	06/11/2013	
	2874-220655	REPAIR PARTS	05/08/2013	7.48	7.48	06/11/2013	
	2874-220746	SHOP SEAT	05/09/2013	49.99	49.99	06/11/2013	
	2874-220786	REPAIR PARTS	05/09/2013	6.87	6.87	06/11/2013	
	2874-220830	REPAIR PARTS	05/10/2013	8.15	8.15	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2874-220872	REPAIR PARTS	05/10/2013	25.80	25.80	06/11/2013	
	2874-221057	REPAIR PARTS	05/14/2013	19.51	19.51	06/11/2013	
	2874-221103	REPAIR PARTS	05/14/2013	11.66	11.66	06/11/2013	
	2874-221193	REPAIR PARTS	05/15/2013	50.14	50.14	06/11/2013	
	2874-221263	REPAIR PARTS	05/16/2013	26.74	26.74	06/11/2013	
	2874-221337	REPAIR PARTS	05/17/2013	.58	.58	06/11/2013	
	2874-221370	REPAIR PARTS	05/17/2013	5.09	5.09	06/11/2013	
	2874-221466	REPAIR PARTS	05/20/2013	20.57	20.57	06/11/2013	
	2874-221470	REPAIR PARTS	05/20/2013	2.62	2.62	06/11/2013	
	2874-221517	REPAIR PARTS	05/20/2013	6.45	6.45	06/11/2013	
	2874-221572	REPAIR PARTS	05/21/2013	60.65	60.65	06/11/2013	
	2874-221573	REPAIR PARTS	05/21/2013	11.52	11.52	06/11/2013	
	2874-221688	REPAIR PARTS	05/22/2013	25.98	25.98	06/11/2013	
	2874-221738	REPAIR PARTS	05/22/2013	143.82	143.82	06/11/2013	
	2874-221877	REPAIR PARTS	05/24/2013	2.62	2.62	06/11/2013	
	2874-221884	REPAIR PARTS	05/24/2013	69.10	69.10	06/11/2013	
	2874-222029	GREASE AND CLEANER - ST	05/28/2013	96.96	96.96	06/11/2013	
	2874-222046	REPAIR PARTS	05/28/2013	71.24	71.24	06/11/2013	
	2874-222061	CREDIT - REPAIR PARTS	05/28/2013	11.52-	11.52-	06/11/2013	
	2874-222089	REPAIR PARTS	05/28/2013	8.16	8.16	06/11/2013	
	2874-222279	REPAIR PARTS	05/30/2013	41.14	41.14	06/11/2013	
	2874-222284	REPAIR PARTS	05/30/2013	16.78	16.78	06/11/2013	
	2874-222352	LEFT HAND DRILL BITS - WW	05/31/2013	41.35	41.35	06/11/2013	
	2874-222358	REPAIR PARTS - VM	05/31/2013	45.90	45.90	06/11/2013	
Total 10200:				1,260.71	1,260.71		
CARR COATINGS LLC							
129709							
	498	SANITARY SEWER MANHOLE L	06/10/2013	10,400.00	10,400.00	06/11/2013	
Total 129709:				10,400.00	10,400.00		
CASELLE INC							
1930							
	50133	CASELLE SUPPORT FY13-14	06/07/2013	17,134.20	17,134.20	06/11/2013	
Total 1930:				17,134.20	17,134.20		
CAUCUTT, MARY							
129590							
	060513	RESTITUTION FORM MC-1210-0	06/05/2013	200.00	200.00	06/11/2013	
Total 129590:				200.00	200.00		
CENTURY LINK							
10091							
	051913	PHONE CHARGES	05/19/2013	707.62	707.62	06/11/2013	
	060113	PHONE SERVICES	06/01/2013	1,156.80	1,156.80	06/11/2013	
Total 10091:				1,864.42	1,864.42		
CHADWICK VETERINARY HOSPITAL							
2130							
	053113	CANINE EXAM CASE 13-719	05/31/2013	40.00	40.00	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2130:				40.00	40.00		
CITY OF CODY							
2260							
	053113	UTILITIES	05/31/2013	106.17	106.17	06/11/2013	
	053113	UTILITIES	05/31/2013	288.45	288.45	06/11/2013	
	053113	UTILITIES	05/31/2013	754.61	754.61	06/11/2013	
	053113	UTILITIES	05/31/2013	323.02	323.02	06/11/2013	
	053113	UTILITIES	05/31/2013	127.16	127.16	06/11/2013	
	060713	UTILITIES	06/07/2013	1,189.78	1,189.78	06/11/2013	
	060713	UTILITIES	06/07/2013	129.79	129.79	06/11/2013	
	060713	UTILITIES	06/07/2013	117.42	117.42	06/11/2013	
	060713	UTILITIES	06/07/2013	642.31	642.31	06/11/2013	
	060713	UTILITIES	06/07/2013	15,944.12	15,944.12	06/11/2013	
	060713	UTILITIES	06/07/2013	46.75	46.75	06/11/2013	
Total 2260:				19,669.58	19,669.58		
CODY CAB							
129079							
	053013	TIPSY TAXI VOUCHERS (11-12)	05/30/2013	35.00	35.00	06/11/2013	
	053013	TIPSY TAXI VOUCHERS (12-13)	05/30/2013	238.00	238.00	06/11/2013	
	060713	TIPSY TAXI VOUCHERS (11-12)	06/07/2013	7.00	7.00	06/11/2013	
	060713	TIPSY TAXI VOUCHERS (12-13)	06/07/2013	168.00	168.00	06/11/2013	
Total 129079:				448.00	448.00		
CODY CHAMBER OF COMMERCE							
124707							
	4594	PARKS DAY & EVENTS	05/02/2013	41.00	41.00	06/11/2013	
	4594	PARKS DAY & EVENTS	05/02/2013	28.00	28.00	06/11/2013	
	4625	CODY CLUB LUNCH	06/03/2013	115.00	115.00	06/11/2013	
Total 124707:				184.00	184.00		
CODY ENTERPRISE							
2590							
	053113	ADVERTISING	05/31/2013	4,760.30	4,760.30	06/11/2013	
Total 2590:				4,760.30	4,760.30		
CODY WINNELSON COMPANY							
2850							
	127149-00	REPAIR TOILET	05/13/2013	28.68	28.68	06/11/2013	
Total 2850:				28.68	28.68		
CONKLIN, HARRIET							
129702							
	14412017	REFUND UTILITY DEPOSIT	06/03/2013	100.00	100.00	06/11/2013	
Total 129702:				100.00	100.00		
COPENHAVER KATH KITCHEN KOLPITCKE LLC							
3140							
	060313	LEGAL SERVICES	06/03/2013	6,396.25	6,396.25	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 3140:				6,396.25	6,396.25		
CRUM ELECTRIC							
3300							
	1436015-00	ELECTRIC CONDUIT	04/17/2013	525.20	525.20	06/11/2013	
	1446263-00	BATTERY FOR UPS BACKUP	05/22/2013	24.95	24.95	06/11/2013	
	1447001-00	NEW SERVICES	05/23/2013	3.35	3.35	06/11/2013	
	1449456-00	Conduit, 3" PVC - 10ft section	06/03/2013	64.93	64.93	06/11/2013	CONPVC310
Total 3300:				618.43	618.43		
CUSTOM CURBING & BORDERS LLC							
124879							
	060413	CURBING - SPIRIT MTN.	06/04/2013	172.00	172.00	06/11/2013	
Total 124879:				172.00	172.00		
CUSTOM DELIVERY SERVICE							
3343							
	50097	WATER SAMPLE SHIPPING	05/31/2013	37.67	37.67	06/11/2013	
Total 3343:				37.67	37.67		
DANSIE, MICHELLE							
129688							
	060413	VOLLEYBALL REFEREE	06/04/2013	25.00	25.00	06/11/2013	
Total 129688:				25.00	25.00		
DASH MEDICAL GLOVES							
127577							
	INV0785847	GLOVES / SUPPLIES	03/12/2013	149.80	149.80	06/11/2013	
Total 127577:				149.80	149.80		
DIVISION OF VICTIM'S SERVICES							
124470							
	060513	CRIME VICTIM'S COMP - MAY 2	06/05/2013	890.00	890.00	06/11/2013	
Total 124470:				890.00	890.00		
DONNELLY, CHARLES B							
129699							
	10118028	REFUND UTILITY DEPOSIT	05/29/2013	17.03	17.03	06/11/2013	
Total 129699:				17.03	17.03		
ELECTRIC CITY PRINTING							
126264							
	73329	BIBS FOR RUNNERS STAMPED	05/23/2013	147.16	147.16	06/11/2013	
Total 126264:				147.16	147.16		
ENERGY WEST							
2630							
	053113	UTILITIES - REC CENTER	05/31/2013	3,169.14	3,169.14	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	053113	UTILITIES - REC CENTER	05/31/2013	9,507.44	9,507.44	06/11/2013	
Total 2630:				12,676.58	12,676.58		
FARM PLAN CORPORATION							
4210							
	1109752	REPLACEMENT BLADES	05/10/2013	93.84	93.84	06/11/2013	
	1132858	SPRING - J31 PARKS DEPT	05/29/2013	14.26	14.26	06/11/2013	
Total 4210:				108.10	108.10		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY47778	SAFETY GLASSES	05/22/2013	15.05	15.05	06/11/2013	
	WYCDY47810	WASHERS - ROLLOUT ASSEMB	05/23/2013	8.58	8.58	06/11/2013	
	WYCDY47837	MATERIAL & SUPPLIES	05/24/2013	17.11	17.11	06/11/2013	
	WYCDY47843	NUTS, BOLTS, WASHERS	05/24/2013	2.63	2.63	06/11/2013	
	WYCDY47912	RAGS	05/30/2013	16.85	16.85	06/11/2013	
	WYCDY47944	LOCKNUTS	05/31/2013	5.97	5.97	06/11/2013	
	WYCDY47947	NUTS & BOLTS	05/31/2013	13.32	13.32	06/11/2013	
Total 126018:				79.51	79.51		
FERGUSON WATERWORKS							
127653							
	0576145	Clamp Repair 12"	05/20/2013	525.00	525.00	06/11/2013	1033-W
	0576884	5 1/4" Waterous Fire Hydrant (6' b	05/28/2013	1,719.00	1,719.00	06/11/2013	1258-W
	0576884	5 1/4" Waterous Fire Hydrant (6' b	05/28/2013	1,719.00	1,719.00	06/11/2013	1258-W
Total 127653:				3,963.00	3,963.00		
FOOD SERVICE OF AMERICA							
123727							
	44616047	SUPPLIES	06/07/2013	126.98	126.98	06/11/2013	
Total 123727:				126.98	126.98		
FORWARD CODY WYOMING, INC							
127450							
	WAP 5	WYOMING AUTHENTIC PRODU	06/06/2013	169,808.00	169,808.00	06/11/2013	
Total 127450:				169,808.00	169,808.00		
FRANZEN, GEORGE							
128919							
	14541024	REFUND UTILITY DEPOSIT	06/05/2013	61.75	61.75	06/11/2013	
Total 128919:				61.75	61.75		
GRAINGER							
4635							
	9149163322	TOOLS	05/22/2013	80.15	80.15	06/11/2013	
	9149246051	AIR DAMPER	05/22/2013	41.63	41.63	06/11/2013	
Total 4635:				121.78	121.78		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
GREEN, MERLA							
129711	302126	REC CENTER REFUND	06/06/2013	140.00	140.00	06/11/2013	
Total 129711:				140.00	140.00		
HARRIS TRUCKING & CONST. CO							
4780	123441	SOD	06/05/2013	460.00	460.00	06/11/2013	
Total 4780:				460.00	460.00		
HARTWIG, SUSAN							
129712	301352	REC CENTER REFUND	05/30/2013	80.00	80.00	06/11/2013	
Total 129712:				80.00	80.00		
HATMAKER, MISSY							
129713	301880	REC CENTER REFUND	06/04/2013	184.00	184.00	06/11/2013	
Total 129713:				184.00	184.00		
HD SUPPLY POWER SOLUTIONS, LTD							
6730	2261264-01	BOLTS - SKYLINE PARKING AR	05/13/2013	56.00	56.00	06/11/2013	
Total 6730:				56.00	56.00		
HICKS, DON							
129704	881	REFUND ELEC TEMP METER F	05/21/2013	105.00	105.00	06/11/2013	
Total 129704:				105.00	105.00		
ICMA RETIREMENT-457-#303143							
5170	783175	Contribution	06/04/2013	2,996.97	2,996.97	06/04/2013	
	785417	Contribution	06/06/2013	5,795.23	5,795.23	06/06/2013	
Total 5170:				8,792.20	8,792.20		
JENSEN PLUMBING							
129455	6201	TOILET REPAIR / REC CENTER	05/29/2013	165.50	165.50	06/11/2013	
Total 129455:				165.50	165.50		
KEEGAN & WINSLOW LAW FIRM							
126040	060413	PROFESSIONAL FEES	06/04/2013	352.68	352.68	06/11/2013	
Total 126040:				352.68	352.68		
KOONS, JOHN H							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129498							
	060513	RESTITUTION FROM MC-1205-0	06/05/2013	200.00	200.00	06/11/2013	
Total 129498:				200.00	200.00		
L.N. CURTIS & SONS 127560							
	3133870-00	BALLISTIC VEST - C20	05/31/2013	740.78	740.78	06/11/2013	
Total 127560:				740.78	740.78		
LANNAN'S SUPPLY 5980							
	086238	MATERIALS & SUPPLIES	05/27/2013	1,358.69	1,358.69	06/11/2013	
	086250	MATERIAL & SUPPLIES	06/03/2013	393.99	393.99	06/11/2013	
Total 5980:				1,752.68	1,752.68		
LEGEND COMMUNICATIONS OF WY 127743							
	053113	ADVERTISING	05/31/2013	335.40	335.40	06/11/2013	
Total 127743:				335.40	335.40		
LONG BUILDING TECH INC 125191							
	SRVCE006220	REPAIR GREEM HOUSE BUILDI	05/21/2013	320.08	320.08	06/11/2013	
Total 125191:				320.08	320.08		
LUTHER, AMIE 129703							
	14152028	REFUND UTILITY DEPOSIT	05/30/2013	223.53	223.53	06/11/2013	
Total 129703:				223.53	223.53		
LYLE SIGNS INC 123209							
	1053636	BUMP SIGN FACES	05/30/2013	157.53	157.53	06/11/2013	
Total 123209:				157.53	157.53		
MCVEY, DENNY 129675							
	17953010	REFUND UTILITY DEPOSIT	06/03/2013	38.50	38.50	06/11/2013	
Total 129675:				38.50	38.50		
MEYERS BARROWS, MARY 129708							
	9997	TRANSCRIPTS FOR CASE #II-1	06/06/2013	48.75	48.75	06/11/2013	
Total 129708:				48.75	48.75		
MIDLAND IMPLEMENT CO 6640							
	711939001	IRRIGATION REPLACEMENT PA	05/14/2013	479.71	479.71	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 6640:				479.71	479.71		
MOTOR PARTS INC							
6820							
	555709	REPAIR PARTS	05/01/2013	139.84	139.84	06/11/2013	
	556114	REPAIR PARTS	05/06/2013	90.13	90.13	06/11/2013	
	556376	BELT - COOLER MOTOR - FM	05/08/2013	12.09	12.09	06/11/2013	
	556447	GAUGE - SW	05/09/2013	64.70	64.70	06/11/2013	
	556452	ADAPTER - SW	05/09/2013	1.28	1.28	06/11/2013	
	557099	REPAIR PARTS	05/15/2013	17.30	17.30	06/11/2013	
	557101	CREDIT - REPAIR PARTS	05/15/2013	90.13-	90.13-	06/11/2013	
	557320	REPAIR PARTS	05/17/2013	3.43	3.43	06/11/2013	
	558003	FUSES / STOCK - FM	05/23/2013	1.59	1.59	06/11/2013	
	558568	RETAINERS	05/30/2013	9.12	9.12	06/11/2013	
	558647	REPAIR PARTS	05/31/2013	12.88	12.88	06/11/2013	
Total 6820:				262.23	262.23		
MOUNTAIN WEST INC							
6930							
	024223	CAMP	05/22/2013	575.80	575.80	06/11/2013	
	024236	UNIFORMS - C12	05/23/2013	11.95	11.95	06/11/2013	
	024238	EMBROIDERY REMOVAL	05/23/2013	57.50	57.50	06/11/2013	
	024250	UNIFORMS - DANE AUSTIN	05/29/2013	493.21	493.21	06/11/2013	
	024275	UNIFORMS - C12	05/31/2013	19.27	19.27	06/11/2013	
Total 6930:				1,157.73	1,157.73		
MURPHY, ERIC							
126143							
	05/28/13 #2	AUTOCAD CONVERSION	05/28/2013	385.00	385.00	06/11/2013	
Total 126143:				385.00	385.00		
NORCO, INC.							
128948							
	11351942	CO2	04/19/2013	206.84	206.84	06/11/2013	
	11547027	SUPPLIES	05/25/2013	141.05	141.05	06/11/2013	
	11554567	CO2	05/28/2013	188.98	188.98	06/11/2013	
Total 128948:				536.87	536.87		
NORMONT EQUIPMENT COMPANY							
7315							
	2305142	ICE BLADES	05/17/2013	166.40	166.40	06/11/2013	
Total 7315:				166.40	166.40		
NORTHERN GARDENS							
7340							
	069273	ARBOR DAY DOOR PRIZES	04/26/2013	176.68	176.68	06/11/2013	
	069308	TED EBERT SIGN BED	05/16/2013	150.65	150.65	06/11/2013	
	069412	TED EBERT SIGN BED	05/17/2013	184.41	184.41	06/11/2013	
	069513	TED EBERT SIGN BED	05/17/2013	39.42	39.42	06/11/2013	
	070700	MENTOCK PARK SIGN BED	05/17/2013	27.80	27.80	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7340:				578.96	578.96		
NORTHWEST PIPE							
7400							
	1123541	Clamp Repair 16"	05/20/2013	900.00	900.00	06/11/2013	1035-W
	1134616	3/4" Compression curb stop	06/03/2013	472.50	472.50	06/11/2013	1117-W
	1134616	AIRPORT WATER MAIN	06/03/2013	68.71	68.71	06/11/2013	
	5127994	RAW WATER	05/22/2013	126.44	126.44	06/11/2013	
Total 7400:				1,567.65	1,567.65		
ONE-CALL OF WYOMING							
127665							
	32302	WYOMING ONE CALL	06/04/2013	46.25	46.25	06/11/2013	
	32302	WYOMING ONE CALL	06/04/2013	46.25	46.25	06/11/2013	
	32302	WYOMING ONE CALL	06/04/2013	46.25	46.25	06/11/2013	
Total 127665:				138.75	138.75		
OPTIMUM							
129339							
	051813-SHOP	INTERNET - SHOP	05/18/2013	52.99	52.99	06/11/2013	
	052213 = CH	INTERNET - CITY HALL	05/22/2013	77.85	77.85	06/11/2013	
	060213-EL SH	INTERNET - EL SHOP	06/02/2013	49.95	49.95	06/11/2013	
	061313-PD	INTERNET - PD	06/13/2013	52.90	52.90	06/11/2013	
Total 129339:				233.69	233.69		
O'REILLY AUTOMOTIVE, INC.							
128494							
	3726-206302	LOCKNUT - C03 SANITATION	05/06/2013	2.49	2.49	06/11/2013	
Total 128494:				2.49	2.49		
OWEN, DON							
125181							
	060413	VOLLEYBALL REFEREE	06/04/2013	100.00	100.00	06/11/2013	
Total 125181:				100.00	100.00		
PARK COUNTY							
7670							
	1106	LEC CONTRACT	05/24/2013	27,104.41	27,104.41	06/11/2013	
	1106	LEC UTILITIES	05/24/2013	767.87	767.87	06/11/2013	
	1127	LEC MAINTENANCE	05/31/2013	291.95	291.95	06/11/2013	
Total 7670:				28,164.23	28,164.23		
PARK COUNTY ANIMAL SHELTER							
5120							
	060313	ANIMAL SERVICE CONTRACT	06/03/2013	3,750.00	3,750.00	06/11/2013	
Total 5120:				3,750.00	3,750.00		
PARK COUNTY GLASS							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
7690	20310	WINDOW - MINI GOLF SHACK	05/16/2013	441.00	441.00	06/11/2013	
Total 7690:				441.00	441.00		
PARK COUNTY LANDFILL							
129053							
	053113	LANDFILL CHARGES	05/31/2013	91,378.00	91,378.00	06/11/2013	
	053113	LANDFILL CHARGES	05/31/2013	32.00	32.00	06/11/2013	
Total 129053:				91,410.00	91,410.00		
PARK COUNTY READY MIX							
7730							
	111033	SAND SLURRY	05/29/2013	1,610.76	1,610.76	06/11/2013	
	111033	SAND SLURRY	05/29/2013	127.74	127.74	06/11/2013	
Total 7730:				1,738.50	1,738.50		
PARK COUNTY SHERIFF							
7740							
	053113	INCARCERATION - MAY	05/31/2013	150.00	150.00	06/11/2013	
Total 7740:				150.00	150.00		
PAULEY, JOSHUA							
129707							
	6185028	REFUND UTILITY DEPOSIT	06/04/2013	21.13	21.13	06/11/2013	
Total 129707:				21.13	21.13		
PLAN ONE ARCHITECTS							
7980							
	05/15/13 - 6	SANITATION BUILDING	05/15/2013	660.00	660.00	06/11/2013	
Total 7980:				660.00	660.00		
POWELL VALLEY COMMUNITY EDUC.							
8115							
	060313	BALING WIRE - RECYCLE CENT	06/03/2013	1,687.50	1,687.50	06/11/2013	
Total 8115:				1,687.50	1,687.50		
PRO-BUILD							
128149							
	956862	REBAR - CITY PARK BEDS	05/29/2013	15.82	15.82	06/11/2013	
Total 128149:				15.82	15.82		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	060413	PREMIUMS	06/04/2013	199.82	199.82	06/04/2013	
Total 128033:				199.82	199.82		
PUBLIC ENGINES, INC.							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129700							
	17937	COMMAND CONTROL - ANNUA	06/01/2013	2,388.00	2,388.00	06/11/2013	
	17938	CRIME REPORTS - ANNUAL SU	06/01/2013	1,188.00	1,188.00	06/11/2013	
Total 129700:				3,576.00	3,576.00		
PURCHASE POWER							
8240							
	060513	POSTAGE - PD	06/05/2013	36.07	36.07	06/11/2013	
	060513	POSTAGE - ADMIN.	06/05/2013	1,525.13	1,525.13	06/11/2013	
	060513	POSTAGE - WATER	06/05/2013	5.26	5.26	06/11/2013	
	060513	POSTAGE - REC CENTER	06/05/2013	433.54	433.54	06/11/2013	
	060513	POSTAGE - REFILL FEE	06/05/2013	19.99	19.99	06/11/2013	
Total 8240:				2,019.99	2,019.99		
R & A SAFETY							
127690							
	1911	RANDOM & PRE-EMPLOYMENT	05/31/2013	220.00	220.00	06/11/2013	
	1911	RANDOM & PRE-EMPLOYMENT	05/31/2013	440.00	440.00	06/11/2013	
	1911	RANDOM & PRE-EMPLOYMENT	05/31/2013	60.00	60.00	06/11/2013	
	1911	RANDOM & PRE-EMPLOYMENT	05/31/2013	40.00	40.00	06/11/2013	
	1911	RANDOM & PRE-EMPLOYMENT	05/31/2013	40.00	40.00	06/11/2013	
	1911	RANDOM & PRE-EMPLOYMENT	05/31/2013	60.00	60.00	06/11/2013	
Total 127690:				860.00	860.00		
RINGLER, DOLLY DJ							
129705							
	17085515	REFUND UTILITY DEPOSIT	06/04/2013	38.30	38.30	06/11/2013	
Total 129705:				38.30	38.30		
ROCKY MOUNTAIN POWER							
7570							
	052313	UTILITIES	05/23/2013	200.04	200.04	06/11/2013	
	052313	UTILITIES	05/23/2013	257.68	257.68	06/11/2013	
Total 7570:				457.72	457.72		
RON'S EXXON							
8760							
	0164806	PROPANE	05/24/2013	19.43	19.43	06/11/2013	
	0164930	PROPANE	05/30/2013	19.43	19.43	06/11/2013	
Total 8760:				38.86	38.86		
S & S AUDIO - VIDEO INC							
8840							
	10071773	PARTS	05/29/2013	7.99	7.99	06/11/2013	
Total 8840:				7.99	7.99		
SCHOENING, KRISTA							
125478							
	060413	VOLLEYBALL REFEREE	06/04/2013	25.00	25.00	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 125478:				25.00	25.00		
SCHOENING, WILLIAM D							
123147							
	060413	VOLLEYBALL REFEREE	06/04/2013	50.00	50.00	06/11/2013	
Total 123147:				50.00	50.00		
SELK, RYAN							
129271							
	060313	MILEAGE REIMBURSEMENT	06/03/2013	406.80	406.80	06/11/2013	
Total 129271:				406.80	406.80		
SETON							
124502							
	9321385125	SAFETY/ TRAFFIC PADDLE	05/30/2013	104.75	104.75	06/11/2013	
Total 124502:				104.75	104.75		
SHERRILL, JEFFERY							
129701							
	11144032	REFUND UTILITY DEPOSIT	05/30/2013	90.08	90.08	06/11/2013	
Total 129701:				90.08	90.08		
SHERWIN-WILLIAMS COMPANY							
127725							
	0473-7	PAINTING SUPPLIES	05/29/2013	8.00	8.00	06/11/2013	
Total 127725:				8.00	8.00		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	053113	SMP WATER PURCHASES - MA	05/31/2013	118,757.04	118,757.04	06/11/2013	
Total 9130:				118,757.04	118,757.04		
SHOSHONE OFFICE SUPPLY							
9140							
	0096322	PAPER	06/04/2013	20.40	20.40	06/11/2013	
	0096427	OFFICE SUPPLIES	05/28/2013	29.22	29.22	06/11/2013	
	0096467	MATERIAL & SUPPLIES	05/24/2013	36.84	36.84	06/11/2013	
	0096531	RUBBER BANDS	06/03/2013	3.06	3.06	06/11/2013	
	0096797	SUPPLIES	06/10/2013	2.58	2.58	06/11/2013	
Total 9140:				92.10	92.10		
SLETTEN CONSTRUCTION							
128951							
	PAY EST 2	STAMPEDE PROJECT PAY EST.	06/05/2013	310,225.23	310,225.23	06/11/2013	
Total 128951:				310,225.23	310,225.23		
SOUTHWESTERN EQUIPMENT							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
9422							
	028067	CAM FOLLOWERS - CO3	05/20/2013	319.94	319.94	06/11/2013	
Total 9422:				319.94	319.94		
STANGER, HAYLIE							
129706							
	13217026	REFUND UTILITY DEPOSIT	06/04/2013	34.36	34.36	06/11/2013	
Total 129706:				34.36	34.36		
STEVE SPANGLER SCIENCE							
129076							
	634453	MATERIAL & SUPPLIES	05/21/2013	350.78	350.78	06/11/2013	
Total 129076:				350.78	350.78		
STEWART'S MERCANTILE							
127774							
	2734-33	MEETING EXPENSE	05/22/2013	188.16	188.16	06/11/2013	
Total 127774:				188.16	188.16		
STODDARD, SIMEON							
127941							
	051113	REIMBURSE FOR FUEL - VOLU	05/11/2013	49.08	49.08	06/11/2013	
Total 127941:				49.08	49.08		
STROH'S INDUSTRIAL LUBRICATION							
9630							
	1884	GREASE	06/03/2013	691.00	691.00	06/11/2013	
Total 9630:				691.00	691.00		
STROUPE PEST CONTROL CO							
9635							
	050113-CH	PEST CONTROL - CITY HALL	05/01/2013	60.00	60.00	06/11/2013	
	050113-RECY	PEST CONTROL - RECYCLE C	05/01/2013	60.00	60.00	06/11/2013	
	060113-SHOP	PEST CONTROL - SHOP	06/01/2013	88.00	88.00	06/11/2013	
	060313-CH	PEST CONTROL - CITY HALL	06/03/2013	60.00	60.00	06/11/2013	
	060313-EL	PEST CONTROL - EL SHOP	06/03/2013	60.00	60.00	06/11/2013	
Total 9635:				328.00	328.00		
THE UPS STORE							
6240							
	3191	SHIPPING - RETURN PARTS	06/03/2013	17.50	17.50	06/11/2013	
	3612	RUNNER'S STAMPEDE	05/23/2013	51.00	51.00	06/11/2013	
	3751	RETURN EVIDENCE - CASE 13-	05/28/2013	12.93	12.93	06/11/2013	
	3827	EVIDENCE SHIPPING	05/29/2013	9.34	9.34	06/11/2013	
	3900	SHIPPING - C12 BELT FOR EXC	05/30/2013	10.99	10.99	06/11/2013	
Total 6240:				101.76	101.76		
THIEL CONSTRUCTION, JERRY L.							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
9850	8001947	RETURN LANDSCAPE BOND -	06/05/2013	100.00	100.00	06/11/2013	
Total 9850:				100.00	100.00		
THOMSON REUTERS							
128108	14346859	FINANCIAL STATEMENT TRAINI	05/23/2013	204.50	204.50	06/11/2013	
Total 128108:				204.50	204.50		
TOWER COMPANY							
123351	7914	RV DUMP	05/21/2013	111.22	111.22	06/11/2013	
Total 123351:				111.22	111.22		
TRIPLE L SALES							
9980	I-26989	MARKING PAINT	06/03/2013	75.60	75.60	06/11/2013	
	I-27029	YARD HYDRANT & FITTING	06/04/2013	89.24	89.24	06/11/2013	
Total 9980:				164.84	164.84		
UNUM LIFE INS - LTD							
127843	060413	LONG TERM DISABILITY-PREMI	06/04/2013	2,672.00	2,672.00	06/04/2013	
Total 127843:				2,672.00	2,672.00		
UNUM LIFE INSURANCE - LIFE							
127935	060413	PREMIUM	06/04/2013	1,402.28	1,402.28	06/04/2013	
Total 127935:				1,402.28	1,402.28		
V-1 PROPANE							
10180	855890	PROPANE	05/06/2013	21.11	21.11	06/11/2013	
	855915	PROPANE	05/08/2013	21.44	21.44	06/11/2013	
	855974	PROPANE	05/14/2013	14.85	14.85	06/11/2013	
	856004	PROPANE	05/17/2013	43.88	43.88	06/11/2013	
Total 10180:				101.28	101.28		
VERIZON							
124442	9705210541	CELL PHONE SERVICE	05/20/2013	1,388.89	1,388.89	06/11/2013	
	9705210541	POLICE WIRELESS DEVICES	05/20/2013	302.36	302.36	06/11/2013	
Total 124442:				1,691.25	1,691.25		
VERMONT SYSTEMS							
12300	40098	REC TRAC SOFTWARE	06/01/2013	1,524.00	1,524.00	06/11/2013	
	40098	REC TRAC SOFTWARE	06/01/2013	1,524.00	1,524.00	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 12300:				3,048.00	3,048.00		
VISA							
10280							
	MAY 2700	UNIFORMS - PD	06/02/2013	178.60	178.60	06/11/2013	
	MAY 2700	UNIFORMS - PD	06/02/2013	40.00	40.00	06/11/2013	
	MAY 3444	MEETING EXPENSE - MAYOR	06/02/2013	37.84	37.84	06/11/2013	
	MAY 3444	MEETING EXPENSE - MAYOR	06/02/2013	39.10	39.10	06/11/2013	
	MAY 7438	UNIFORMS - PD	06/02/2013	165.89	165.89	06/11/2013	
	MAY 7438	SUPPLIES - PD	06/02/2013	153.90	153.90	06/11/2013	
	MAY 7933	TRAVEL EXPENSE - COURT CO	06/02/2013	11.55	11.55	06/11/2013	
	MAY 7933	TRAVEL EXPENSE - COURT CO	06/02/2013	10.09	10.09	06/11/2013	
	MAY 7933	TRAVEL EXPENSE - COURT CO	06/02/2013	18.00	18.00	06/11/2013	
	MAY 7933	TRAVEL EXPENSE - COURT CO	06/02/2013	77.00	77.00	06/11/2013	
	MAY 7933	TRAVEL EXPENSE - COURT CO	06/02/2013	9.24	9.24	06/11/2013	
	MAY 7933	TRAVEL EXPENSE - COURT CO	06/02/2013	154.00	154.00	06/11/2013	
	MAY 7933	TRAVEL EXPENSE -BOARD AP	06/02/2013	58.04	58.04	06/11/2013	
	MAY 7933	TRAVEL EXPENSE -BOARD AP	06/02/2013	4.64	4.64	06/11/2013	
	MAY 7933	CREDIT - SOCIAL MEDIA TRAIN	06/02/2013	199.00	199.00	06/11/2013	
	MAY 8393	DOOR HANGERS	06/02/2013	38.40	38.40	06/11/2013	
	MAY 8393	DOOR HANGERS	06/02/2013	38.39	38.39	06/11/2013	
	MAY 8393	DOOR HANGERS	06/02/2013	38.39	38.39	06/11/2013	
	MAY 8393	DOOR HANGERS	06/02/2013	38.39	38.39	06/11/2013	
	MAY 8393	DOOR HANGERS	06/02/2013	38.39	38.39	06/11/2013	
	MAY 8393	PRINTER	06/02/2013	128.47	128.47	06/11/2013	
	MAY 8419	SAFETY - AQUATICS	06/02/2013	190.90	190.90	06/11/2013	
	MAY 8419	BATTERY - FITNESS EQUIPME	06/02/2013	94.95	94.95	06/11/2013	
	MAY 8419	PROGRAM FEES - AQUATICS	06/02/2013	70.00	70.00	06/11/2013	
	MAY 8419	ZUMBA FITNESS	06/02/2013	30.00	30.00	06/11/2013	
	MAY 8419	BIRTHDAY PARTY - AQUATICS	06/02/2013	14.74	14.74	06/11/2013	
	MAY 8419	ARC FEES	06/02/2013	140.00	140.00	06/11/2013	
	MAY 8427	UNIFORMS - PD	06/02/2013	257.54	257.54	06/11/2013	
	MAY 8427	TRAVEL EXPENSE - PD	06/02/2013	28.00	28.00	06/11/2013	
	MAY 8427	TRAVEL EXPENSE - PD	06/02/2013	43.00	43.00	06/11/2013	
	MAY 8427	TRAVEL EXPENSE - PD	06/02/2013	23.97	23.97	06/11/2013	
	MAY 8427	TRAVEL EXPENSE - PD	06/02/2013	7.16	7.16	06/11/2013	
	MAY 8427	TRAVEL EXPENSE - PD	06/02/2013	7.16	7.16	06/11/2013	
	MAY 8427	TRAVEL EXPENSE - PD	06/02/2013	38.00	38.00	06/11/2013	
	MAY 8427	TRAVEL EXPENSE - PD	06/02/2013	169.40	169.40	06/11/2013	
	MAY 8427	UNIFORMS - PD	06/02/2013	85.54	85.54	06/11/2013	
	MAY 8468	TRAVEL EXPENSE - APWA	06/02/2013	9.63	9.63	06/11/2013	
	MAY 8468	TRAVEL EXPENSE - APWA	06/02/2013	9.63	9.63	06/11/2013	
	MAY 8468	TRAVEL EXPENSE - APWA	06/02/2013	5.88	5.88	06/11/2013	
	MAY 8468	TRAVEL EXPENSE - APWA	06/02/2013	28.95	28.95	06/11/2013	
	MAY 8468	TRAVEL EXPENSE - APWA	06/02/2013	16.25	16.25	06/11/2013	
	MAY 9433	REC CENTER PROGRAMS	06/02/2013	35.80	35.80	06/11/2013	
	MAY 9433	PARTS - BALL FIELD	06/02/2013	116.49	116.49	06/11/2013	
	MAY 9433	TRAVEL EXPENSE - PARKS	06/02/2013	13.80	13.80	06/11/2013	
	MAY 9433	REC CENTER PROGRAMS	06/02/2013	1,000.00	1,000.00	06/11/2013	
	MAY 9433	REC CENTER PROGRAMS	06/02/2013	841.25	841.25	06/11/2013	
Total 10280:				4,338.10	4,338.10		
WAL MART COMMUNITY BRC							
10330							
	000466	OFFICE CHAIR	04/30/2013	139.84	139.84	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	02184	REC CENTER PROGRAMS	06/05/2013	197.60	197.60	06/11/2013	
	03272	Fruit Snacks	05/24/2013	23.86	23.86	06/11/2013	20026
	03272	Snack Cakes	05/24/2013	20.62	20.62	06/11/2013	20027
	03272	Chips	05/24/2013	16.46	16.46	06/11/2013	20031
	03272	Crackers	05/24/2013	5.46	5.46	06/11/2013	20034
	03272	Pizza	05/24/2013	24.50	24.50	06/11/2013	20045
	03272	Ramen Soup	05/24/2013	25.56	25.56	06/11/2013	20050
	03272	Applesauce	05/24/2013	2.98	2.98	06/11/2013	20055
	03272	Hot Dogs	05/24/2013	9.88	9.88	06/11/2013	20053
	03272	PAPER PLATES	05/24/2013	3.97	3.97	06/11/2013	21000
	03272	FORKS	05/24/2013	5.68	5.68	06/11/2013	25100
	05058	MEETING EXPENSE	06/06/2013	17.34	17.34	06/11/2013	
	05769	SUMMER CAMP	05/24/2013	76.71	76.71	06/11/2013	
	08720	SUPPLIES	05/23/2013	11.97	11.97	06/11/2013	
	08720	SUPPLIES	05/23/2013	100.72	100.72	06/11/2013	
	08720	SUPPLIES	05/23/2013	11.97	11.97	06/11/2013	
Total 10330:				695.12	695.12		
WATCO POOLS							
10370							
	16080	POOL CHEMICALS	05/28/2013	989.59	989.59	06/11/2013	
	16089	CHEMICALL FEEDER	05/28/2013	6,011.50	6,011.50	06/11/2013	
Total 10370:				7,001.09	7,001.09		
WCS TELECOM							
124746							
	21351331	LONG DISTANCE CHARGES	06/01/2013	127.09	127.09	06/11/2013	
Total 124746:				127.09	127.09		
WESCO DISTRIBUTION INC							
10480							
	720412	CT, 300:5, .6KV	06/03/2013	281.52	281.52	06/11/2013	CT300TO56KV
Total 10480:				281.52	281.52		
WESTERN PATHOLOGY CONSULTING							
10570							
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	85.50	85.50	06/11/2013	
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	27.00	27.00	06/11/2013	
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	31.50	31.50	06/11/2013	
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	9.00	9.00	06/11/2013	
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	36.00	36.00	06/11/2013	
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	22.50	22.50	06/11/2013	
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	13.50	13.50	06/11/2013	
	CP 1738	RANDOM DRUG TESTING PRO	05/31/2013	18.00	18.00	06/11/2013	
Total 10570:				243.00	243.00		
WOLZ, STAN							
128339							
	053113	REIMBURSE EXPENSE SIDEWA	05/31/2013	109.30	109.30	06/11/2013	
Total 128339:				109.30	109.30		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WOMACK MACHINE SUPPLY CO.							
128944							
	0110348	CREDIT ON RETURNED FITTIN	05/13/2013	2,825.62-	.00		
	0110349	CREDIT ON RETURNED ADAPT	05/15/2013	434.14-	.00		
Total 128944:				3,259.76-	.00		
WYOMING ASSN OF MUNICIPALITIES							
10770							
	13007	WAM CONVENTION	05/22/2013	210.00	210.00	06/11/2013	
Total 10770:				210.00	210.00		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	060413	CONTRIBUTIONS	06/04/2013	10,270.65	.00	06/04/2013	
	060413	CONTRIBUTIONS	06/04/2013	24.73	.00	06/04/2013	
	060413	CONTRIBUTIONS	06/04/2013	111.28	.00	06/04/2013	
	060413	CONTRIBUTIONS	06/04/2013	10,270.65-	.00		
	060413	CONTRIBUTIONS	06/04/2013	24.73-	.00		
	060413	CONTRIBUTIONS	06/04/2013	111.28-	.00		
	060413	CONTRIBUTIONS	06/04/2013	10,134.64	10,134.64	06/04/2013	
	060413	CONTRIBUTIONS	06/04/2013	24.73	24.73	06/04/2013	
	060413	CONTRIBUTIONS	06/04/2013	111.28	111.28	06/04/2013	
Total 10670:				10,270.65	10,270.65		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000059013	CODY/POWELL CORRIDOR IMP	05/31/2013	132.37	132.37	06/11/2013	
	0000059084	YELLOWSTONE - EAST GATE P	05/28/2013	56,841.48	56,841.48	06/19/2013	
	0000059084	YELLOWSTONE - EAST GATE P	05/28/2013	5,000.00	5,000.00	06/19/2013	
Total 10805:				61,973.85	61,973.85		
WYOMING HOME & RANCH							
129698							
	6240	PROTECTIVE SPRAY SUPPLIES	05/29/2013	5.49	5.49	06/11/2013	
Total 129698:				5.49	5.49		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	053113	POWER PURCHASE - MAY 2013	05/31/2013	676,654.06	676,654.06	06/11/2013	
Total 10920:				676,654.06	676,654.06		
WYOMING RETIREMENT SYSTEM							
10950							
	060413	CONTRIBUTIONS -	06/04/2013	58,188.72	58,188.72	06/04/2013	
Total 10950:				58,188.72	58,188.72		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	060113	JUNE FUNDING	06/01/2013	13,975.66	13,975.66	06/11/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 11150:				13,975.66	13,975.66		
Grand Totals:				1,807,731.68	1,810,991.44		

Payroll \$232,005.81

TOTAL \$2,042,997.25

Report Criteria:

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

MEETING DATE: JUNE 18, 2013
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: DOYLE STOUT
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT
Optimist Club Children's Festival in City Park
August 17, 2013

ACTION TO BE TAKEN:

The Optimist Club is requesting City Council's permission to provide a free children's festival in City Park. They are also asking permission to have a street closure for 10th Street from Sheridan Ave to Beck Ave.

SUMMARY OF INFORMATION:

John Greensitt, the representative for the Cody Optimist Club, is inquiring to host this event again this year. He is aware the fees involved for permits for vendors/concessions, and Band Shell rental fees. John will provide the City with proof of liability insurance. The City will be added to the Optimist Club insurance as additionally insured for the day of the event. The proposed activities for the day are as follows; yard games, sack races, petting zoo, touch a truck, etc. Concessions and vendors, along with entertainment in the Band Shell will be provided.

FISCAL IMPACT

Vendor Permits -- \$25 each
Park Permit (Band Shell) \$25
Street Department overtime cost for closing 10th Street \$123.90

ALTERNATIVES

1. Grant a permit for the City Park, \$25 vendor fee, and street closure.
2. Modify the request and approve just the park and vendor fees.
3. Do not grant permits.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

John Greensitt, Cody Optimist President

AGENDA ITEM NO. _____

MEETING DATE: JUNE 18, 2013
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITY
PREPARED BY: DOYLE STOUT
PRESENTED BY: RICK MANCHESTER

West Park Hospital's Tails to Trails 5K

ACTION TO BE TAKEN:

The West Park Hospital and the Park County Animal Shelter are planning on holding their 3rd Annual Tails to Trails 5K walk/run event on August 17, 2013. They are requesting assistance with road crossings and at the start of the race. The race starts at 8:00 am and the route of this course will remain the same as previous years.

This event will be promoting participants to bring their pets and enjoy the 5k course with pets and friends.

SUMMARY OF INFORMATION:

There were some mild concerns for the safety regarding the route using 10th Street and Rumsey Avenue intersection as well as the 12th Street hill and Salisbury Avenue intersection. Using race volunteers will address these traffic concerns. West Park Hospital Will is required to provide liability insurance with the City of Cody as additional insured.

FISCAL IMPACT

Minimal, most of the activities will be run by the WPH and the Park County Animal Shelter volunteers.

ATTACHMENTS

Map identifying the course of the 5k event.

AGENDA & SUMMARY REPORT TO:

Perry Rockvam, Chief of Police,

AGENDA ITEM NO. _____

MEETING DATE: JUNE 18, 2013
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: DOYLE STOUT
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Rec Center Rules of the Game

Child Care fees and reduced hours

ACTION TO BE TAKEN:

Request that City Council approves changes to the child care section of the Rec Center Rules of the Game.

SUMMARY OF INFORMATION:

In order to meet the 2013/14 City Budget, the child care service at the Rec Center requires changes. Starting July 1, 2013 a drop in fee will be required to use the service. We will also not be providing the child care service in the evenings due to low attendance and the inability to cover the cost of providing the service. These changes should be reflected in the Rec Center Rules of the Game.

The adopted Rules of the Game are:

1. The Recreation Center offers members 1 ½ hours of free child care per member per day.
2. The Recreation Center Child Care is available for your convince while using the facility for children 3 months to 6 years of age on a 1st come 1st serve basis.
3. The Child Care is limited to 2 children under the age of two and up to a total of 10 children at one time.
4. Children using the child care facility must be dropped off and picked up by the same parent or adult unless prior arrangements have been made with the City Staff.

The proposed changes are:

1. A fee will be charged to those wishing to use the child care service. The fee will be reviewed by staff and adjusted periodically to cover or reduce costs associated with the services. Payment options include a daily rate, discounted punch cards, or if there is enough interest an annual family rate may be available.
2. Operating hours will be modified by staff based on usage and demand of the child care service.
3. The Recreation Center Child Care is available for your convince while using the facility for children 3 months to 6 years of age on a 1st come 1st serve basis.
4. The Child Care is limited to 2 children under the age of two and up to a total of 10 children at one time.
5. Children using the child care facility must be dropped off and picked up by the same parent or adult unless prior arrangements have been made with the City Staff.

FISCAL IMPACT

The Shoshone Recreation District Board proposed that the City Council approves charging \$3.00 /90 minutes per visit per child. The board also proposed eliminating the evening hours during summer months. Starting in

AGENDA ITEM NO. _____

September the evening hours will start again on Tuesday and Thursday only. The reduced hours are based on the minimal usage during this time. Morning hours for child care will remain the same; M-F 8:30am-2:30pm. The City budget includes approximately \$10,000 additional revenue for child care fees and an additional savings of \$5,800 by not staffing child care in the evening hours.

ALTERNATIVES

1. Changes to this proposal may require budget amendments or using unrestricted reserves.
2. Investigate different hours to close child care or adjust fees.

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 Nave

Organization Represented Silver Dollar

Date you wish to appear before the Council June 4th

Mailing Address 1213 Sheridan Telephone 899-1379

E-Mail Address _____

Preferred form of contact: Telephone E-Mail _____

Names of all individuals who will speak on this topic Gail Nave

Event Title (if applicable) Outing

Date(s) of Event (if applicable) 6-30 7-2 7-3 7-4

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Extended hours with the same rules as last year.

Which City employee(s) have you spoken to about this issue? Many over the years.

Signature [Signature] Date 5-31-13

MEETING DATE: JUNE 4, 2013
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

BLM Right of Way Grant Award

ACTION TO BE TAKEN:

Authorize the Mayor to accept and sign the BLM Right-of-Way land grant award (Serial number WYW-16600) for the Beck Lake Mountain Bike Park and trail system.

SUMMARY OF INFORMATION:

During the January 17, 2012 City Council, authorized the Parks, Recreation, and Public Facilities Director to submit a right of way application to the Bureau of Land Management (BLM). The land will be used for the installation and maintenance of a trail system on the BLM land south of Beck Lake Park. Council approved the Mayor signing a letter indicating local approval for the ROW application submittal.

For several years the City has been trying to plan and develop BLM land south of Beck Lake Park. The City adopted a conceptual plan for a mountain bike park and trail system. The trail portion of the plan is partially on BLM property and requires a right of way grant from the BLM prior to making improvements or repairs.

BLM has approved the grant as a no-charge lease until December 31, 2042. The trail system will not secure the entire 540 acres but it will secure 59 acres of land for the trail system. There is a total of 25,872 linear feet for trails included in the award. We originally requested that the ROW application and conceptual plan identifies provide an area that can be used for disc golf, off-leash dog space, and possibly a paint ball area. These improvements are not included in the grant award and will require amendments to the ROW grant and approval from BLM if the City wishes to pursue an area for these activities. The recreation activities described can be completed on City owned property without requiring approval from BLM.

FISCAL IMPACT

The consultant estimates for construction of trails, pump tracks, jump lines, and gravity pump line is in the range of \$142,218-\$213,327 for trail construction and \$57,024-\$85,536 for bike park specialty features. There are still many unknowns so these numbers will have to be monitored and updated based on the scope, use of volunteers, and current construction environment. The City will pursue grants, sponsors, and volunteers to assist the construction and maintenance of the facilities.

If the ROW grant is accepted, volunteer labor could begin work on repairing existing trails and constructing new trails with little City funding. The City could provide in-kind contributions of equipment and occasional labor in more technical areas.

AGENDA ITEM NO. _____

ALTERNATIVES

1. Do not accept the Right of Way land grant and do not build or repair trails on the BLM land south of Beck Lake Park. The mountain bike skill parks could still be constructed without BLM approval since they are on City owned property.

ATTACHMENTS

1. IMBA Conceptual Plan
2. BLM Right of Way application and Cover letter
3. BLM Plan of Development (Item 7 from ROW Application)
4. BLM Plan of Development Trail map

AGENDA & SUMMARY REPORT TO:

John Gallagher, Park County Pedalers

720 Sheridan Avenue

Cody WY 82414

johng@centerofthewest.org

COPY

FORM 2800-14
(August 1985)

Issuing Office
Cody Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER WYW-166001

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

City of Cody
1338 Rumsey Avenue
Cody, WY 82414

receives a right to construct, operate, maintain, and terminate a mountain bike trail system on public lands described as follows:

Sixth P.M., Wyoming

T. 52 N., R. 101 W.,
sec. 6, Lots 2 and 4,
sec. 7, Lot 2, NWNE, S2NE, E2NW.

- b. The right-of-way or permit area granted herein is 100 feet wide, 25,872 feet long and contains 59 acres, more or less. The trail footprint width will be between 18 to 36 inches of actual surface disturbance. The trail footprint of disturbance will be 1.8 acres, more or less.
- c. This instrument shall terminate on December 31, 2042, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of the renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its

successors or assignees, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. **Rental is exempt for this project.**

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of **20 years or more shall, at a minimum, be reviewed by** the authorized officer at the end of the 20th year and at regular intervals thereafter, not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, A-1, and A-2 (area maps), Exhibit B (Plan of Development), and Exhibit C (Additional Stipulations), dated April 15, 2013, attached hereto, **are incorporated into and made a part of this grant** instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. In case of a change of address, the holder shall immediately notify the Cody Field Manager, hereinafter referred to as the authorized officer.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant, WYW-166001,



(Signature of Holder)

(Signature of Authorized Officer)

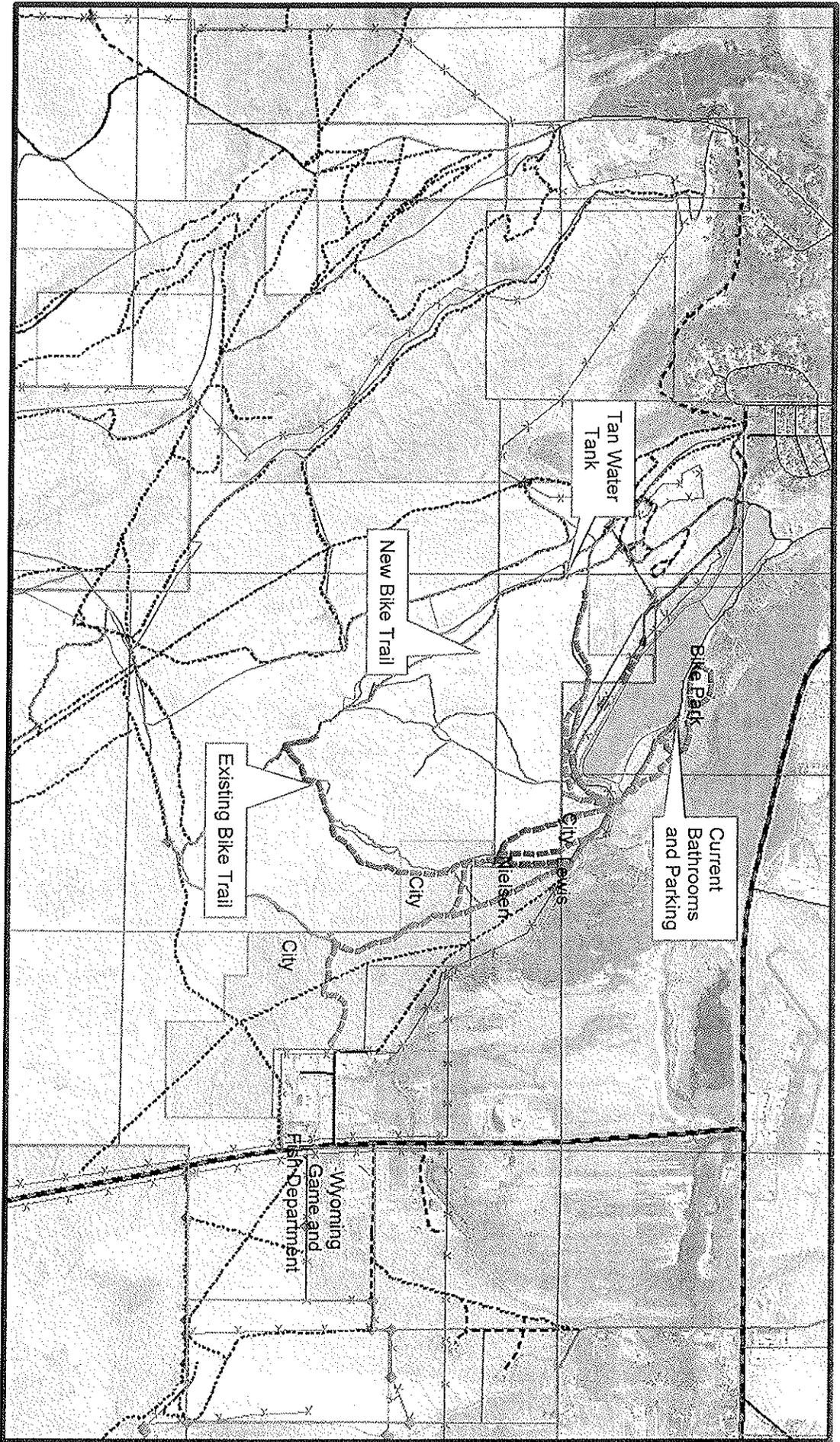
(Title)

(Title)

(Date)

(Effective Date of Grant)

Beck Lake Mountain Bike Trail System WYW-166001

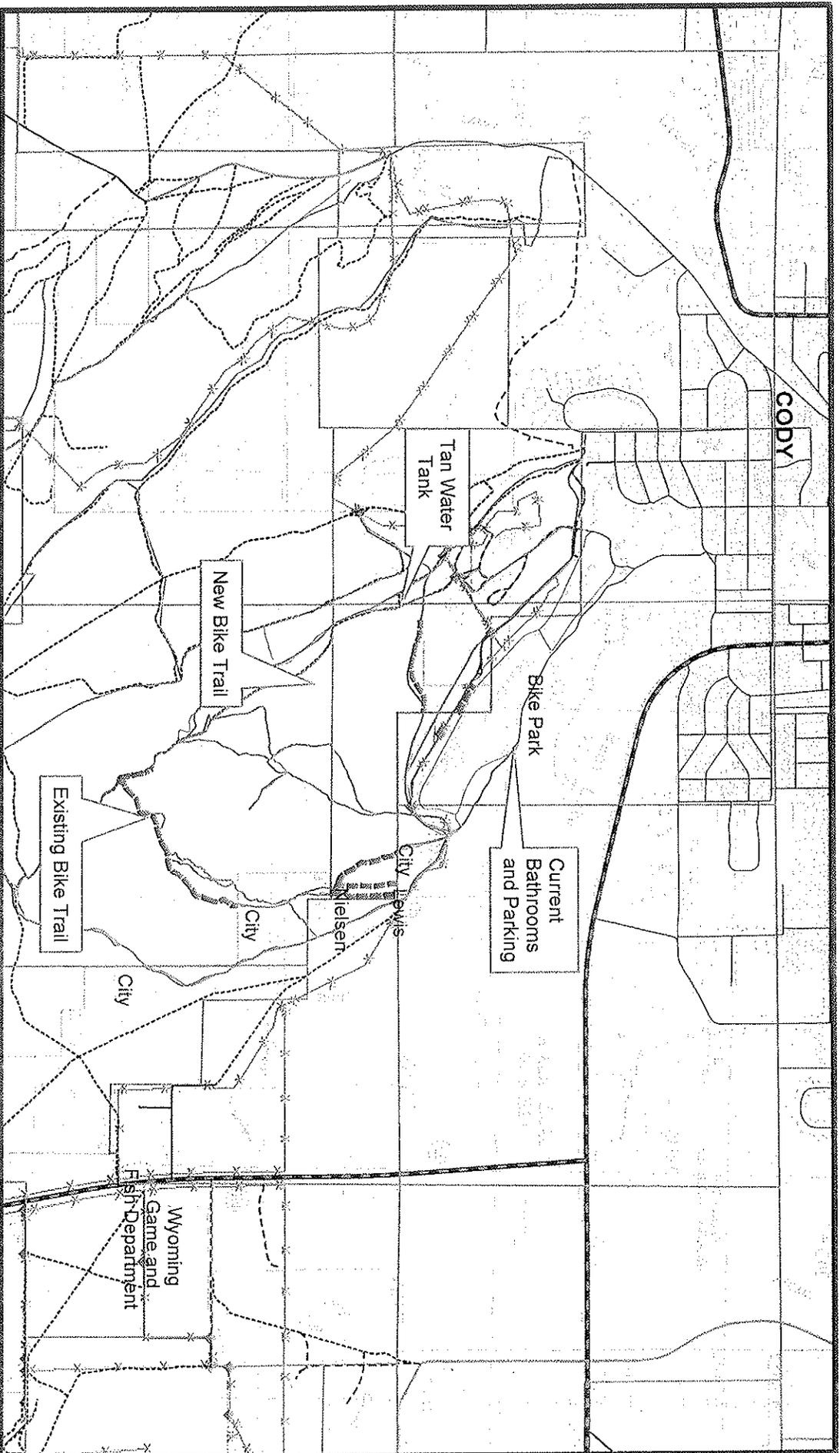


- Legend**
- Existing Trails (BLM) 1.8 miles
 - New Construction Trail Portion on BLM (3.3 miles)
 - Trail system of BLM (4.5 miles on City property)
 - Bureau of Land Management
 - ◇ Gates
 - X Fence



1:24,000

Beck Lake Mountain
Bike Trail System
WYW-166001



1:24,000

Legend
Bureau of Land Management

Exhibit A-2
April 15, 2013

Item #7—Plan of Development

A. Purpose and Need for the Trail system

Through permanent redevelopment, community involvement, and active management, Beck Lake Park Recreation Area has the potential to be a model bicycling and shared-use trail facility. The year round park expansion and development of trails and facilities for cycling and hiking is supported by the local bicycling community. Park County Pedalers, Biker Chicks, and Absaroka Cycles have demonstrated an interest in the project, and their commitment to advancing cycling at the Park provides a source of volunteers for development and long-term maintenance.

Development of skills areas and beginner trails, along with a pump track and jump park, helps to engage the next generation of cyclists and park supporters. Skills areas can be developed on City owned property as a support facility for the Beck Lake Trail System. Based on uses at other trails and facilities in town, we expect an average of 50-100 users daily.

There are 3.5 miles of trails on the proposed 520 acres. Trail corridors will be up to 100' wide to accommodate trail construction and amenities that are flexible in nature to work with unknown subsurface conditions.

Anticipated future development

Building a stacked loop system of trails originating from the existing trailhead facilities and paths at Beck Lake Park will allow riders of all abilities to learn basic riding skills. Progression to single track trails will allow riders to practice technical riding skills and provide access to the vast backcountry trail network to the west and south of the Park. Provide intermediate and advanced routes to connect to existing trails and roads on BLM properties beyond the planning area. These routes could be formalized as part of the evaluation process through a right-of-way designation with the BLM. Several existing routes for hiking and biking travel through this area.

Design at least one loop that is buffered from prevailing westerly winds. Windy days are common and it is not uncommon for users to report being blown over when traveling on ridge top trails. A lee-side route would allow for better user experience during times of significant winds. Also, these trails would be better protected from wind-based erosion of soils displaced by use.

Several comments were made during stakeholder meetings regarding the desire for a dedicated facility for paintball disc golf, and off-leash dog area. It is up to the City and advisory group to decide whether the site is suitable for such activities and whether sufficient volunteer resources or potential revenue-generating mechanisms exist to support the long-term maintenance of such a facilities.

B. Description of the Facility and Design Factors

Proposed system trails are a combination of new routes and existing trails to create a series of loops and diverse trail experiences within the setting. Total proposed trail system mileage is approximately 8 miles, made up of five miles of new routes and three miles of existing trails. Also proposed are 0.9 miles of trail closure. Proposed routes were designed to create loops, reduce reliance on double track, minimize erosion, and provide diverse experiences. Additionally, the Flow Trail is proposed as a bike-optimized trail and is intended to be ridden in the descending direction. Existing trails proposed as system trails were selected based upon several criteria, including: route in a sustainable or maintainable alignment, route provides logical trail connection, and route provides desired experience.

EXHIBIT B
APRIL 15, 2013

WYW-166001

The Flow Trail was flagged and GPS'd on site during the planning visit June 1st-3rd. Additional trail routes, as proposed here, will be flagged by trained volunteers using sustainable trail design principles, GPS tracks, and site-specific guidance provided by Trail Solutions. These volunteers will create GPS tracks for the final flagged routes. Trail Solutions will confirm sustainable track alignment and revise tracks as needed.

Create a designated off-leash area for dogs. Regardless of whether this is within an existing fenced dispersed-use area on the property or in a separate set-aside designated area, there is great demand and heavy existing use on the site by visitors with their dogs.

The site currently has some fences for grazing. If the site remains open for grazing allotments or is considered for continued off-leash dog activity, fences will need to be maintained and safe access and egress from fenced areas provided for trail users. The most commonly used canal crossing needs to be improved. Access across the canal needs to be permitted by the managing body (presumably the City of Cody.) An additional crossing, toward the west end of the canal on the site is suitable for trail users, but is shared with vehicles. Ideally, a separate crossing could be developed for trail users and occasional maintenance access

C. Facility Design Factors

The trail construction standards are from the IMBA manual using existing materials from the site. On occasion and where feasible small mechanical equipment will be used.

D. Additional Components of the Right-of-Way Pump Track

Some the proposed features are not on BLM land, but they will have an additional impact on the entire area. The additions will support the entire area being considered for the Mt. Bike Park. The sequence of rollers and berms in a pump track allow riders to learn how to maintain momentum and balance in a slow-speed, low-risk setting. Anyone can have fun on a pump track. More advanced riders can float through a full lap or several laps with minimal pedaling, challenging themselves to manual or jump through and over rollers, transition across lines, and other maneuvers focused on style and finesse. Pump tracks are a dedicated bike facility in miniature, usually of ¼ acre or less, constructed of packed mineral soil. They are extremely popular with both trail and park riders and provide a high use facility with a small footprint. A well-built pump track can be ridden without pedaling as "pumping" the bike up and down earthen swales creates forward momentum. As pump tracks have gained in popularity during the last few years they have been recognized as very efficient in improving fitness and bike handling skills. As with skills areas, a well-built pump track can be an effective risk management tool as it provides a high thrill, yet low risk, area for riders to warm up and practice on before heading out on the trails.

Gravity Pump Line

Gravity pump lines provide a track for riders to focus on rhythm and efficiency of bicycle motion and momentum. Learn to "surf" the lines and carry speed through gravity dips and turns. Skills gained here in balance, maintaining momentum, timing, body positioning, and speed translate into skills for single track and for other bike park features, such as dirt jumps. Like pump tracks and dirt jump lines, pump lines provide a heavily manipulated trail experience those appeals to many bicyclists. The key component of a pump line is essentially a linear flow line with a bermed turn at the end, which ties into a return track. Specifically, the routes are collections of insloped turns and exaggerated rolling features, similar to those found in a pump track but on a larger scale. Depending on the suitability of soils and nature of the

site, these features are constructed from imported or locally harvested material. A single return route allows visitors to “session” the area; making repeated passes through the track.

Dirt Jumps

Dirt jumps allow users to learn to jump and progress to larger jumps in an area designed for that purpose. Description: Dirt jump lines have been popular since the first BMX bike was made. Dirt jump lines have rollers and berms like pump tracks and flow lines, but these rollers have lips and transitions, unlike these other features. These features make the lines specific for jumping and are typically not suitable for other types of riding. Jump lines should be in parallel, with beginner, intermediate, and advanced lines. Lines are preceded by a ramp roll-in, so that riders can generate speed needed to make the jumps; and end in a large berm, which guides all riders in the same direction, towards the return track.

Proposed bike park area features and dimensions

Bike Park Features	Comments	Area (Acre)	Dimensions (ft)
Total park area	maximum area of disturbance	3.44	300'x500'
Beginner skills area		0.39	100'x170'
Intermediate skills area	width ranges 80' to 100'	0.33	90'x160'
Pump track		0.41	100'x180'
Jump lines	3 lines: beg, inter, adv	0.36	70'x225'
Gravity pump line		0.22	35'x270'

Proposed Special Use Areas

In addition to trails and a bike park, several other facilities for park users are planned:

- Off-leash Dog Area – a discrete location for dogs to engage in pack play and socialize off leash. Two proposed options are shown; agencies and stakeholders will need to decide which site is best for development. This area should be fenced or otherwise screened (thru distance and/or topography) from other popular use areas. Waste bags and receptacles are needed.
- Disc-Golf Area – one or two areas for 9 to 18-hole disc golf. Area needs vary, depending upon terrain. Avoid placing baskets too close to high trail use areas or intersections.
- Paintball Area – paintball requires a relatively large area, and needs to be away from trail use and trailhead areas. The proposed location is outside of any proposed system trails to avoid user conflict. Ample space is available for associated structures, as desired. Proposed locations for these features are shown in master plan created by IMBA. These are recommended locations based upon input from City Staff and public input; in some cases, more than one location is proposed. This document reflects best available locations given known constraints and desires. Agencies and stakeholders may decide that other locations are preferable to those proposed.

Facility Improvements

- Canal Bridge--The most commonly used canal-crossing must be replaced. This bridge location represents the primary existing and proposed crossing of the canal for trail system access. Access across the canal needs to be permitted by the managing body (presumably the Canal Irrigation District).
- Water and Tools for Bike Park--Convenient access to water is necessary for jump construction and regular maintenance. A possible water storage option is a small tank located just below the bike path and immediately adjacent to the bike park. Water can be

pumped periodically into the tank from the reservoir, then be gravity-fed for use in the park. Water and tools are needed for routine maintenance of dirt features. A storage shed with tools, accessible by bike park users, is ideal to create a culture of care for features. Without tools and water, dirt features will rapidly fall into neglect and disuse.

- Maps and Wayfinding--Signs are an important part of a successful trail system. Signs help users to navigate and interpret the environment. In combination with a stacked loop style trail system, signs guide users to the trail experience that meets their expectations based upon abilities and interests.

Large trail maps at the trailhead, along with smaller maps at major intersections (e.g. top of the Flow Trail), are helpful in orienting users to the system and assuring that they have an experience that meets their expectations. Wayfinding signs along trails help users navigate the system without maps, and reassure users that they are on their intended route. Wayfinding signs or cairns will be particularly important where trails intersect, there are other uses (e.g. near disc golf), and/or there are other existing non-system routes (e.g. utility roads or cattle trails).

- Wind and Sun Shelters--Steady winds and sun can make park experiences uncomfortable, particularly for beginners and families. Consider adding small wind and sun shelters above the bike park and at the top of the Flow Trail. These are great locations for park users to rest, put on protective equipment, watch others enjoy the facilities, or simply have a snack.

E. Construction of Facility:

Trail construction will follow IMBA guidelines, as described in IMBA's Trail Solutions and Managing Mountain Biking texts and current best management practices in the construction of bike optimized trails, shared-use trails, and bike-park features. In order that the park best meets the needs of users, it is proposed that trails and facilities are constructed under the guidance of a qualified professional trail contractor, experienced in bike-specific facilities and shared-use trail construction. The Professional Trail Builders Association (www.trailbuilders.org) is the best source for finding qualified trail and bike park contractors.

Several trail segments currently follow unsustainable alignments; these trail segments will need realignment or hardening, depending upon desired trail experience and skill rating. Trail Improvements to existing trails will need some improvements to be brought up to IMBA guidelines for sustainable trail construction, and so that trail experience is consistent as users travel from existing trails to new routes. Detailed descriptions of guidelines and construction techniques are described in IMBA's Trail Solutions and Managing Mountain Biking texts.

Many existing trails and roads exist within the planning area that will not be made part of the system nor recommended for closure. These routes range from double track utility roads to cattle trails. It is not easible or desirable to close all of the existing routes in the planning area. Utility and maintenance access needs to be maintained along many of the double track routes. Cattle will continue to traverse the area; indeed, keeping these minor trails may encourage cattle to use these routes rather than traveling along system trails. Closures are recommended only for routes that are on or lead to private property that will cause undo confusion to users, and/or are in a particularly unsustainable alignment. Closures should follow best practices given the setting, including scarification of compacted surfaces, placement of woody and other organic debris to disguise the corridor, and temporary signs to alert trail users.

- Reroute any trail segments on private property. System trails should avoid private property;

if there is a need to continue routes through private property, the City should solicit formal landowner agreements.

- Add trailhead signs to deter use for 24 hours following a rain event. Tread improvements may be needed in isolated low-lying areas prone to water retention, particularly near trailheads, where use is expected despite soil conditions.
- It is recommended that a signing system be implemented for the park and trails to guide users to an experience appropriate for their activity, skill, and fitness level. Kiosks and trail signs are also an effective risk management tool.
- Costs are broad estimates based upon initial site visit and development potential and assume all design and construction by a professional trail builder. Engaging a professional in trail planning, design, and construction will generate the best park conditions for the long term. However, trail and facilities development can be undertaken in phases and volunteers can greatly offset costs for construction and maintenance. Generally, some sort of hybrid model works well for cost-conscious communities – where a professional is engaged in design, then leads/trains local volunteers and Parks staff during construction.

Phase I

- Flow Trail, Hanging Rock, and Windy Ridge--Sustainable trail climb and bike-optimized descent combine to create a loop. It creates experience very different than currently available on park trails, particularly for bicyclists.
- Warm-up Loop and Bike Park and Trailhead connectors. Loop for beginners, it provides primary trail access from bike park and trailhead to system trails across canal bridge.
- Pump Track, Jump Lines, and Skills Areas. Bike Park facilities are a great way to draw a wide range of existing cyclists and new users to the park. It is expected that pump track and jump lines will be the most popular facilities. Skills areas provide essential skill development for users wanting to tackle obstacles they may find on the park's trails.

Phase II

- Oly's Trail. This sandstone ridge has several existing trails and presents a great opportunity to provide technical challenge for hikers, runners, and bicyclists. This trail will require significant route delineation and armoring to minimize impacts to non-rock surfaces (prevents vegetation and soil loss). There can be several routes to provide advanced and expert lines.
- East Side Trails and Potato Chip Trails provide additional beginner and intermediate level loop options, and connect to Oly's Trail to provide loops. Existing routes in these areas can be used in the interim.

F. Rehabilitation:

1. We do not anticipate any rehabilitation required from trail construction on the BLM ROW.

G. Maintenance:

1. Trail maintenance on BLM ROW will be completed on an as needed basis with volunteer and City work crews.

Item 8—Maps Covering area of project proposal

INSERT MAPS FROM DUANE AND JOHN

Item 12 Financial Capabilities

The City of Cody is technically and financially capable of completing the project described in this application.

Cost Summary – Trails

	LOW ESTIMATE	HIGHESTIMATE
Phase 1	\$87,910.60	\$131,865.90
Phase 2	\$54,307.60	\$81,461.40
Total	\$142,218.20	\$213,327.30

Cost Summary—Bike Park Features

BIKE PARK FEATURE	NOTES	AREA (ACO)	DIMENSIONS (FT)	AVG COST	LOW COST ESTIMATE	HIGH COST ESTIMATE
Beginner Skills		.39	100'x170'	\$9,900	\$7,920	\$11,880
Intermediate Skills	Width 80'-100'	.33	90'x160'	\$11,880	\$9,504	\$14,256
Pump Track		.41	100'x180'	\$19,800	\$15,840	\$23,760
Jump Lines	3 lines; Beg. Int., Adv.	.36	70'x225'	\$19,800	\$15,840	\$23,760
Gravity Pump Line		.22	35'x270'	\$9,900	\$7,920	\$11,880
Max area of Disturbance						
Total Park Area		3.44	300'x500'	\$71,280	\$57,024	\$85,536

Item #13

A—Describe other reasonable alternative routes and modes considered—none.

B—why were routes not considered? Existing trails have already been established and existing conditions lend itself for the proposed routes and development. There are not any alternatives for a facility of this nature due to the cost and availability of acquiring the required amount of private land.

C—Give explanation as to why it is necessary to cross federal land—there is not any other land of this size and topography available for reasonable costs to the City. A Mt. Bike park and trail system is consistent with existing uses.

Item #16

Cody is known as the "Gateway to Yellowstone" and during the summer it sees significant visitation from vacationers traveling to the National Park. Interpretation of the region's rich cultural history is available at the Buffalo Bill Historical Center downtown. As the largest historical museum west of the Mississippi it serves as a draw for tourists to round out their Old West experience. For the trail enthusiast, the immediate vicinity of Cody is blessed with a wealth of trails for bicycling, hiking, equestrian, and motorized use.

Item #19

No hazardous materials will be used within the right of way.

Route ID	Route Name	Type	Status	Proposed Skill Rating	Estimated Length (ft)	Proposed Phase	Comments
1	Flow Trail	Flagged	New	Intermediate	8930	1	pink flagging & green pin flags, 4-6% avg grade
2	Bike Park perimeter	Flagged	New	All	0	1	pink pin flags
3	Bike Park connector	Proposed	New	Beginner	1375	1	crosses wet area- ~100ft boardwalk
4	TH loop	Proposed	New	Beginner	1430	1	
5	Reroute connector	Proposed	New	Beginner	902	1	reroute to avoid private ppty
6	Flow connector	Proposed	New	Intermediate	187	1	
7	Windy Ridge	Proposed	New	Intermediate	4675	1	4-5% avg grade, okay to have pitches up to 8%
8	Windy Ridge	Proposed	New	Intermediate	649	1	4-5% avg grade, okay to have pitches up to 8%
9	Potato Chip	Proposed	New	Intermediate	1397	2	chip shale zone; 4-5% avg grade, okay to have pitches up to 8%
10	Sandstone Ridge	Proposed	New	Advanced	1540	2	winding route thru sandstone outcrop, 5-20% grades over rock
11	Potato Chip	Proposed	New	Intermediate	3636	2	chip shale zone; 4-5% avg grade, okay to have pitches up to 8%
12	East side	Proposed	New	Intermediate	1606	2	
13	East TH connector	Proposed	New	Beginner	2035	2	
14	Canal Trail	Proposed	Existing	Beginner	1650	1	improve, add RGDs, armor low spots
15	Warmup loop	Proposed	Existing	Beginner	2260	1	define route
16	Oly's Trail	Proposed	Existing	Advanced	1320	2	need to mark and define route
17	Warmup Loop	Proposed	Existing	Beginner	2156	1	mark & define, armor bentonite sections
18	Lower Sandstone	Proposed	Existing	Intermediate	2068	2	mark and define route
19	East Side	Proposed	Existing	Beginner	2090	2	mark and define route
20	Hanging Rock	Proposed	Existing	Intermediate	2310	1	mark and define route
21	Hanging Rock	Proposed	Existing	Intermediate	1892	1	improve, mark & define route
22	South BLM Connector	Proposed	Existing	Intermediate	110	1	existing rd connect off lease area
25			Close		2024	1	private property
26			Close		1958	1	poor location, some fence line
27			Close		231	1	confusing
28			Close		693	1	confusing, leads off lease area

ADDITIONAL STIPULATIONS
WYW-166001
EXHIBIT C

- h. The holder will construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant April 15, 2013. Any relocation, additional construction, or use that is not in accord with the approved plan of development, will not be initiated without the prior written approval of the authorized office. A copy of the complete right-of-way grant, including all stipulations and approved plan of development will be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
- i. The holder will not initiate any construction or other surface-disturbing activities on the right-of-way without the prior written authorization of the Authorized Officer. Such authorization will be a written notice to proceed issued by the Authorized Officer. Any notice to proceed will authorize construction or use only as therein expressly stated and only for the particular location or use therein described.
- j. Cultural Resources, Standard Stipulation The holder is responsible for informing all persons associated with this project that they may be subject to prosecution for knowingly damaging, altering, excavating or removing any archaeological, historical, or vertebrate fossil objects or site. If archaeological, historical, Native American, or vertebrate fossil materials are discovered, the holder is to suspend all operations that further disturb such materials and immediately contact the Authorized Officer. Operations are not to resume until written authorization to proceed is issued by the Authorized Officer.

The Authorized Officer will evaluate, or will have evaluated, such discoveries not later than five working days after being notified, and will determine what action will be taken with respect to such discoveries. The decision as to the appropriate measures to mitigate adverse effects to significant cultural or paleontological resources will be made by the Authorized Officer after consulting with the holder.

The holder is responsible for the cost of any investigations necessary for the evaluation and any mitigative measures required by the Authorized Officer. The Authorized Officer will provide technical and procedural guidelines for the conduct of evaluation and mitigation. Upon verification from the Authorized Officer that the required evaluation and/or mitigation have been completed, the operator will be allowed to resume operations.

Human Remains

If human remains are discovered or suspected the holder will suspend operations immediately, physically guard the area, and notify the Bureau of Land Management immediately.

- k. The holder will contact the Authorized Officer at least five days prior to the anticipated start of construction and/or any surface-disturbing activities. The Authorized Officer may require and schedule a pre-construction conference with the holder prior to the holder's commencing construction and/or surface-disturbing activities on the right-of-way. The holder and/or his representatives will attend this conference. The holder's contractor, or agents involved with construction and/or any surface-disturbing activities associated with the right-of-way, will also attend this conference to review the stipulations of the grant including the plan(s) of development, if applicable.
- l. Use of pesticides will comply with the applicable Federal and state laws. Pesticides will be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder will obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Emergency use of pesticides will be approved in writing by the Authorized Officer prior to such use.
- m. The holder will be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the grant stipulations).

Prior to any surface-disturbing activities an invasive plant survey will be conducted by a qualified vegetation specialist, if needed. This assessment will show the location and species of invasive or noxious plants. These findings will be presented to the BLM.

Operators will be responsible for suppression and/or control of any invasive or noxious plant species within the authorized area. If chemical herbicide control methods are used on public lands, only BLM approved chemicals and application methods will be permitted. A Pesticide Use Proposal (PUP) must be submitted and approved by the BLM before initiating chemical control methods.

All mulch, seed and other vegetative reclamation materials must be certified weed free. If available all sand, gravel, and fill materials will be certified weed free.

- n. The holder will protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder will immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder will secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder will record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder will be responsible for the survey cost.
- o. No construction or routine maintenance activities will be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 4 inches deep, the soil will be deemed too wet to adequately support construction equipment.
- p. All design, material, and construction, operation, maintenance, and termination practices will be in accordance with safe and proven engineering practices.
- q. Fences, gates, and brace panels will be reconstructed to appropriate Bureau standards and/or specifications as determined by the Authorized Officer.
- r. Ninety days prior to termination of the right-of-way, the holder will contact the Authorized Officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan will include, but is not limited to, removal of facilities, drainage structures, or surface material, re-contouring, top soiling, or seeding. The Authorized Officer must approve the plan in writing prior to the holder's commencement of any termination activities.
- s. Holder will maintain the right-of-way in a safe, usable condition, as directed by the Authorized Officer. (A regular maintenance program will include, but is not limited to, blading, ditching, culvert installation, and surfacing).
- t. Holder will save, hold harmless, defend, and indemnify the United States of America, its agents, and employees for losses, damages, or judgments and expenses on account of bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the maintenance or use of the permitted land use by the holder, his employees, subcontractors, agents, social guests, licensees, permittees, or invitees.

u. Standard Paleontological Resource Protection Stipulation

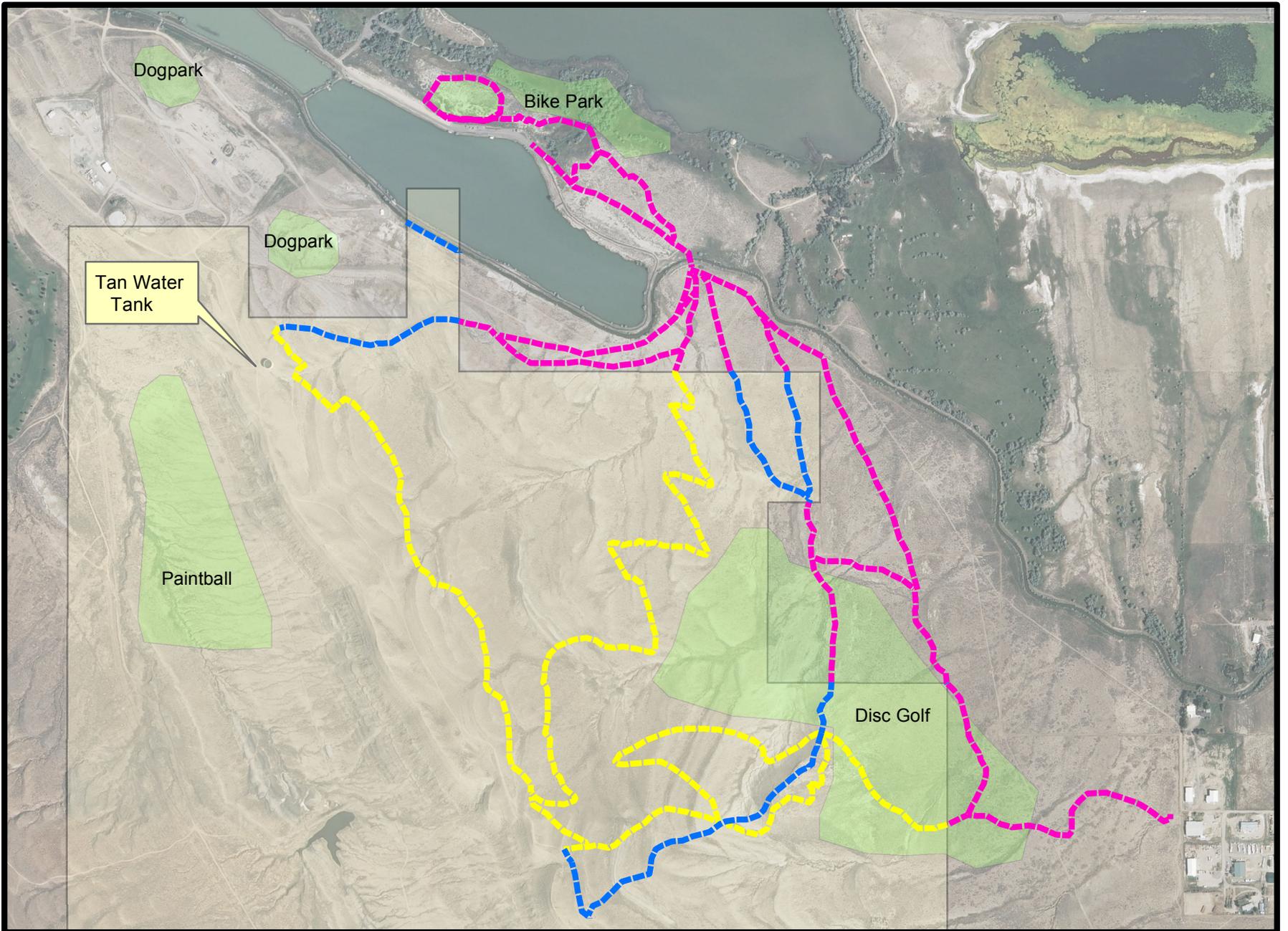
1. **Collecting:** The project proponent/Operator is responsible for informing all persons associated with this project including employees, contractors and subcontractors under their direction that they will be subject to prosecution for damaging, altering, excavating or removing any vertebrate fossils or other scientifically-significant paleontological resources from the project area. Collection of vertebrate fossils (bones, teeth, turtle shells) or other scientifically-significant paleontological resources is prohibited without a permit. Unlawful removal, damage, or vandalism of paleontological resources will be prosecuted by federal law enforcement personnel.

2. **Discovery:** If vertebrate or other scientifically-significant paleontological resources (fossils) are discovered on BLM-administered land during operations, the Operator will suspend operations that could disturb the materials, and immediately contact the BLM Cody Field Office Manager (Authorized Officer). The Authorized Officer will arrange for evaluation of the find by a BLM Geologist or Paleontologist within an agreed timeframe, and determine the need for any mitigation actions that may be necessary. Any mitigation will be developed in consultation with the Operator who will be responsible for the cost of site evaluation and mitigation of project effects to the paleontological resources. Depending on site evaluation, operations within 50 feet of a paleontological discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer.

3. **Avoidance:** All vertebrate or scientifically-significant paleontological resources found as a result of the project/action will be avoided during operations. Avoidance in this case means "No action or disturbance within a distance of at least 50 feet of the outer edge of the paleontological locality".

v. To comply with the Migratory Bird Treaty Act of 1918 (MBTA) as amended, 16 U.S.C. §703, 50 CFR Subchapter B, Executive Order 13186, IM No. 2008-050, and M.O.U between the BLM and USFWS 2010, the stipulation will protect nests, nestlings, and nesting habitat for migratory birds as to not cause "take" as defined by the MBTA. Surface disturbing activity will not be allowed during the nesting season (April 15 through July 15) unless an avian nesting survey by a wildlife biologist confirms an absence of nesting birds in the affected area. The nesting survey must be conducted in the affected area and will be coordinated with the BLM wildlife biologist (protocol will be provided) and a report documenting the survey and results will be sent to the BLM wildlife biologist. If the survey shows an absence of nesting birds, then surface disturbance can proceed during the nesting season within 72 hours of the survey to avoid harming new nesting arrivals. After 72 hours have lapsed, a new survey will be required. If the survey shows nesting birds are present and or if the permitted activity would likely cause "take", then the activity will be delayed until the nestlings have fledged.

w. The BLM will schedule compliance checks as needed. The cooperators and volunteers will monitor the trail condition, hazards, volume of traffic, visitor and trail-use trends and other emerging issues as needed.



Legend

- — — Existing Trails BLM (1.3 miles)
- — — New Construction Trail Portion on BLM (3.3 miles)
- — — Trail system off BLM (4.5 miles on City property)
- Bureau of Land Management

**Beck Lake Mountain
Bike Trail System**



Note: Paintball, Dog Park, and Disc Golf areas (green) are shown for informational purposes, the right-of-way grant application is only for the trail system.

Beck Lake Recreation Area Bike Park Conceptual Plan

Summer 2011



PREPARED FOR: Shoshone Recreation District

PREPARED BY: The International Mountain Bicycling Association - Trail Solutions program
PO Box 7578
Boulder, CO 80306



ACKNOWLEDGEMENTS

City of Cody

Shoshone Recreation District

Bureau of Land Management, Cody Field Office

Park County Pedalers

BECK LAKE RECREATION AREA - CONCEPTUAL PLAN

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Conceptual Plan

The Shoshone Recreation District retained IMBA Trail Solutions to locate and design bike park facilities and shared-use trails within the Beck Lake Recreation Area expansion property and adjacent City and Bureau of Land Management (BLM) lands. This plan, in combination with the 2010 feasibility study provide needed planning steps in the development of a model recreational facility. The primary deliverables for the concept plan are maps (included in this document) and GIS layers (as separate files) locating the specific facilities and trails within the planning area. Additionally, cost estimates and recommended phasing for construction are given



Trail Details

Proposed system trails are a combination of new routes and existing trails to create a series of loops and diverse trail experiences within the setting. Total proposed trail system mileage is approximately 8 miles, made up of ~5 miles of new routes and ~3 miles of existing trails. Also proposed are 0.9 miles of trail closure (see *Table 1*).

Proposed routes were designed to create loops, reduce reliance on doubletrack, minimize erosion, and provide diverse experiences. Additionally, the Flow Trail is proposed as a bike-optimized trail and is intended to be ridden in the descending direction.

Existing trails proposed as system trails were selected based upon several criteria, including: route in a sustainable or maintainable alignment, route provides logical trail connection, and route provides desired experience.



Doubletrack routes are not ideal for system trails, but are often needed for utility access. Park users can still access them, but they are not proposed to be signed or improved as part of the system.

Route ID	Route Name	Type	Status	Proposed Skill Rating	Estimated Length (ft)	Proposed Phase	Comments
1	Flow Trail	Flagged	New	Intermediate	6930	1	pink flagging & green pin flags; 4-5% avg grade
2	Bike Park perimeter	Flagged	New	All	0	1	pink pin flags
3	Bike Park connector	Proposed	New	Beginner	1375	1	crosses wet area- ~100lf boardwalk
4	TH loop	Proposed	New	Beginner	1430	1	
5	Reroute connector	Proposed	New	Beginner	902	1	reroute to avoid private ppty
6	Flow connector	Proposed	New	Intermediate	187	1	
7	Windy Ridge	Proposed	New	Intermediate	4675	1	4-5% avg grade, okay to have pitches up to 8%
8	Windy Ridge	Proposed	New	Intermediate	649	1	4-5% avg grade, okay to have pitches up to 8%
9	Potato Chip	Proposed	New	Intermediate	1397	2	chip shale zone; 4-5% avg grade, okay to have pitches up to 8%
10	Sandstone Ridge	Proposed	New	Advanced	1540	2	winding route thru sandstone outcrop, 5-20% grades over rock
11	Potato Chip	Proposed	New	Intermediate	3036	2	chip shale zone; 4-5% avg grade, okay to have pitches up to 8%
12	East side	Proposed	New	Intermediate	1606	2	
13	East TH connector	Proposed	New	Beginner	2035	2	
14	Canal Trail	Proposed	Existing	Beginner	1650	1	improve, add RGDs, armor low spots
15	Warmup loop	Proposed	Existing	Beginner	2200	1	define route
16	Oly's Trail	Proposed	Existing	Advanced	1320	2	need to mark and define route
17	Warmup Loop	Proposed	Existing	Beginner	2156	1	mark & define, armor bentonite sections
18	Lower Sandstone	Proposed	Existing	Intermediate	2068	2	mark and define route
19	East Side	Proposed	Existing	Beginner	2090	2	mark and define route
20	Hanging Rock	Proposed	Existing	Intermediate	2310	1	mark and define route
21	Hanging Rock	Proposed	Existing	Intermediate	1892	1	improve, mark & define route
22	South BLM Connector	Proposed	Existing	Intermediate	110	1	existing rd, connect off lease area
25			Close		2024	1	private property
26			Close		1958	1	poor location, soils, fenceline
27			Close		231	1	confusing
28			Close		693	1	confusing, leads off lease area

Route Design

The Flow Trail was flagged and GPS'd on site during the planning visit June 1st-3rd.

Additional trail routes, as proposed here, will be flagged by trained volunteers using sustainable trail design principles, GPS tracks, and site-specific guidance provided by Trail Solutions. These volunteers will create GPS tracks for the final flagged routes. Trail Solutions will confirm sustainable track alignment and revise tracks as needed.

Trail Construction

Trail construction should follow IMBA guidelines, as described in IMBA's *Trail Solutions* and *Managing Mountain Biking* texts and current best management practices in the construction of bike-optimized trails, shared-use trails, and bike-park features. In order that the park best meets the needs of users, it is strongly recommended that trails and facilities be constructed under the guidance of a

qualified professional trail contractor, experienced in bike-specific facilities *and* shared-use trail construction. The *Professional Trailbuilders Association* (www.trailbuilders.org) is the best source for finding qualified trail and bike park contractors.

Trail Improvements

Existing trails will need some improvements to be brought up to IMBA guidelines for sustainable trail construction, and so that trail experience is consistent as users travel from existing trails to new routes. Detailed descriptions of guidelines and construction techniques are described in IMBA’s *Trail Solutions* and *Managing Mountain Biking* texts.

Trail Closure

Many existing trails and roads exist within the planning area that will not be made part of the system nor recommended for closure. These routes range from doubletrack utility roads to cattle trails. It is not feasible or desirable to close all of the existing routes in the planning area. Utility and maintenance access needs to be maintained along many of the doubletrack routes. Cattle will continue to traverse the area; indeed, keeping these minor trails may encourage cattle to use these routes rather than traveling along system trails. Closures are recommended only for routes that are on or lead to private property, that will cause undo confusion to users, and/or are in a particularly unsustainable alignment. Closures should follow best practices given the setting, including scarification of compacted surfaces, placement of woody and other organic debris to disguise the corridor, and temporary signs to alert trail users.

Trail Facilities

Bike Park

A bike park is a discrete developed facility for bike-specific skills development in a controlled setting. Bike parks usually include a variety of natural obstacles such as rocks and logs, imaginative constructed features like ladder bridges, along with pump tracks and dirt jumps—all collected in a compact setting. Bike parks make introduction to and progression within mountain biking more readily available to the public—especially to kids. The proposed bike park facilities for Beck Lake are discussed below; table 2 shows dimensions for each feature (park and feature locations are shown in *Appendix B*).

Skills Area

Purpose: To provide an area for skill development.

Description: A skills area provides a place for riders to test and assess their skills before hitting the trails. Skills areas typically contain progressive challenge elements with low risk in a discrete area. Elements may include log rides, ladder bridges, “skinnies”,



drops, rock features, and other challenge elements focused on technical skill.

Pump Track

Purpose: The sequence of rollers and berms in a pump track allow riders to learn how to maintain momentum and balance in a slow-speed, low-risk setting. Anyone can have fun on a pump track. More advanced riders can float through a full lap or several laps with minimal pedaling, challenging themselves to manual or jump through and over rollers, transition across lines, and other maneuvers focused on style and finesse.

Description: Pump tracks are a dedicated bike facility in miniature, usually of ¼ acre or less, constructed of packed mineral soil. They are extremely popular with both trail and park riders and provide a high use facility with a small footprint. A well-built pump track can be ridden without pedaling as “pumping” the bike up and down earthen swales creates forward momentum. As pump tracks have gained in popularity during the last few years they have been recognized as very efficient in improving fitness and bike handling skills. As with skills areas, a well-built pump track can be an effective risk management tool as it provides a high thrill, yet low risk, area for riders to warm up and practice on before heading out on the trails.



Gravity Pump Line

Purpose: Provide a track for riders to focus on rhythm and efficiency of bicycle motion and momentum. Learn to “surf” the lines and carry speed through gravity dips and turns. Skills gained here in balance, maintaining momentum, timing, body positioning, and speed translate into skills for singletrack and for other bike park features, such as dirt jumps.

Description: Like pump tracks and dirt jump lines, pump lines provide a heavily manipulated trail experience that appeals to many bicyclists. The key component of a pump line is essentially a linear flow line with a bermed turn at the end, which ties into a return track. Specifically, the routes are collections of insloped turns and exaggerated rolling features, similar to those found in a pump track but on a larger scale. Depending on the suitability of soils and nature of the site, these features are constructed from imported or locally harvested material. A single return route allows visitors to “session” the area; making repeated passes through the track.



Dirt Jumps

Purpose: Allow users to learn to jump and progress to larger jumps in an area designed for that purpose.

Description: Dirt jump lines have been popular since the first BMX bike was made. Dirt jump lines have rollers and berms like pump tracks and flow lines, but these rollers have lips and transitions, unlike these other features. These features make the lines specific for jumping and are typically not suitable for other types of riding. Jump lines should be in parallel, with beginner, intermediate, and advanced lines. Lines are preceded by a ramp roll-in, so that riders can generate speed needed to make the jumps; and end in a large berm, which guides all riders in the same direction, towards the return track.

Bike Park Features	Comments	Area (acre)	Dimensions (ft)
Total park area	maximum area of disturbance	3.44	300'x500'
Beginner skills area		0.39	100'x170'
Intermediate skills area	width ranges 80' to 100'	0.33	90'x160'
Pump track		0.41	100'x180'
Jump lines	3 lines: beg, int, adv	0.36	70'x225'
Gravity pump line		0.22	35'x270'

Proposed Special Use Areas

In addition to trails and a bike park, several other facilities for park users are planned:

- Off-leash Dog Area – a discrete location for dogs to engage in pack play and socialize off-leash. Two proposed options are shown; agencies and stakeholders will need to decide which site is best for development. This area should be fenced or otherwise screened (thru distance and/or topography) from other popular use areas. Waste bags and receptacles are needed.
- Disc-Golf Area – one or two areas for 9 to 18-hole disc golf. Area needs vary, depending upon terrain. Avoid placing baskets too close to high trail use areas or intersections.
- Paintball Area – paintball requires a relatively large area, and needs to be away from trail use and trailhead areas. The proposed location is outside of any proposed system trails to avoid user conflict. Ample space is available for associated structures, as desired.

Proposed locations for these features are shown in *Appendix A*. These are recommended locations based upon input from City Staff and public input; in some cases, more than one location is proposed. This document reflects best available locations given known constraints and desires. Agencies and stakeholders may decide that other locations are preferable to those proposed.

Facility Improvements

Canal Bridge

The most commonly used canal-crossing must be replaced. This bridge location represents the primary existing and proposed crossing of the canal for trail system access. Access across the canal needs to be permitted by the managing body (presumably the Canal Irrigation District).

Water and Tools for Bike Park

Convenient access to water is necessary for jump construction and regular maintenance. A possible water storage option is a small tank located just below the bike path and immediately adjacent to the bike park. Water can be pumped periodically into the tank from the reservoir, then be gravity-fed for use in the park.

With water, tools are needed for routine maintenance of dirt features. A storage shed with tools, accessible by bike park users, is ideal to create a culture of care for features. Without tools and water, dirt features will rapidly fall into neglect and disuse.

Signs: Maps and Wayfinding

Signs are an important part of a successful trail system. Signs help users to navigate and interpret the environment. In combination with a stacked loop style trail system, signs guide users to the trail experience that meets their expectations based upon abilities and interests. Large trail maps at the trailhead, along with smaller maps at major intersections (e.g. top of the Flow Trail), are helpful in orienting users to the system and assuring that they have an experience that meets their expectations.

Wayfinding signs along trails help users navigate the system without maps, and reassure users that they are on their intended route. Wayfinding signs or cairns will be particularly important where trails intersect, there are other uses (e.g. near disc golf), and/or there are other existing non-system routes (e.g. utility roads or cattle trails).

Wind and Sun Shelters

Steady winds and sun can make park experiences uncomfortable, particularly for beginners and families. Consider adding small wind and sun shelters above the bike park and at the top of the Flow Trail. These are great locations for park users to rest, put on protective equipment, watch others enjoy the facilities, or simply have a snack.

Phased Implementation

Phase I

- Flow Trail, Hanging Rock, and Windy Ridge. Sustainable trail climb and bike-optimized descent combine to create a loop. Creates experience very different than currently available on park trails, particularly for bicyclists.
- Warm-up Loop and Bike Park and Trailhead connectors. Loop for beginners, provides primary trail access from bike park and trailhead to system trails across canal bridge.
- Pump Track, Jump Lines, and Skills Areas. Bike Park facilities are a great way to draw a wide range of existing cyclists and new users to the park. It is expected that pump track and jump lines will be the most popular facilities. Skills areas provide essential skill development for users wanting to tackle obstacles they may find on the park's trails.

Phase II

- Oly's Trail. This sandstone ridge has several existing trails and presents a great opportunity to provide technical challenge for hikers, runners, and bicyclists. This trail will require significant route delineation and armoring to minimize impacts to non-rock surfaces (prevent vegetation and soil loss). There can be several routes to provide advanced and expert lines.
- East Side Trails and Potato Chip Trails provide additional beginner and intermediate level loop options, and connect to Oly's Trail to provide loops. Existing routes in these areas can be used in the interim.



Rock outcropping currently enjoyed by more advanced bikers and cyclists

Costs and Funding

Costs are broad estimates based upon site visits and development potential and assume all design and construction by a professional trailbuilder. Engaging a professional in trail planning, design, and construction will generate the best park conditions for the long term. However, trail and facilities development can be undertaken in phases and volunteers can greatly offset costs for construction and maintenance. Generally, some sort of hybrid model works well for cost-conscious communities – where a professional is engaged in design, then leads/trains local volunteers and Parks staff during construction.

Cost Estimates - Trails

ID	ROUTE NAME	NOTES	STATUS	LF GIS	EST LF (x 1.15)	LOW COST LF	AVG COST LF	HIGH COST LF	LOW COST TOTAL	HIGH COST TOTAL	PHASE
1	Flow Trail	pink flagging & green pin flags	New	6,300	7,245	\$4.80	\$6.00	\$7.20	\$34,776	\$52,164	1
2	Bike Park perimeter	pink pin flags	New	1,600	1,840	\$2.40	\$3.00	\$3.60	\$4,416	\$6,624	1
3	Bike Park connector	crosses wet area- ~100lf boardwalk	New	1,250	1,438	\$4.40	\$5.50	\$6.60	\$6,325	\$9,488	1
4	TH loop		New	1,300	1,495	\$3.20	\$4.00	\$4.80	\$4,784	\$7,176	1
5	Reroute connector	reroute to avoid private ppty	New	820	943	\$3.20	\$4.00	\$4.80	\$3,018	\$4,526	1
6	Flow connector		New	170	196	\$4.80	\$6.00	\$7.20	\$938	\$1,408	1
7	Windy Ridge		New	4,250	4,888	\$4.00	\$5.00	\$6.00	\$19,550	\$29,325	1
8	Windy Ridge		New	590	679	\$4.00	\$5.00	\$6.00	\$2,714	\$4,071	1
9	Potato Chip	chip shale zone	New	1,270	1,461	\$4.00	\$5.00	\$6.00	\$5,842	\$8,763	2
10	Sandstone Ridge	winding route thru sandstone outcrop	New	1,400	1,610	\$4.80	\$6.00	\$7.20	\$7,728	\$11,592	2
11	Potato Chip	chip shale zone	New	2,760	3,174	\$4.00	\$5.00	\$6.00	\$12,696	\$19,044	2
12	East side		New	1,460	1,679	\$4.00	\$5.00	\$6.00	\$6,716	\$10,074	2
13	East TH connector		New	1,850	2,128	\$3.20	\$4.00	\$4.80	\$6,808	\$10,212	2
14	Canal Trail	improve, add RGDs, armor low spots	Existing	1,500	1,725	\$2.40	\$3.00	\$3.60	\$4,140	\$6,210	1
15	Warmup loop	define route	Existing	2,000	2,300	\$0.80	\$1.00	\$1.20	\$1,840	\$2,760	1
16	Oly's Trail	need to mark and define route	Existing	1,200	1,380	\$8.00	\$10.00	\$12.00	\$11,040	\$16,560	2
17	Warmup Loop	mark & define, armor bentonite sections	Existing	1,960	2,254	\$0.80	\$1.00	\$1.20	\$1,803	\$2,705	1
18	Lower Sandstone	mark and define route	Existing	1,880	2,162	\$0.80	\$1.00	\$1.20	\$1,730	\$2,594	2
19	East Side	mark and define route	Existing	1,900	2,185	\$0.80	\$1.00	\$1.20	\$1,748	\$2,622	2
20	Hanging Rock	mark and define route	Existing	2,100	2,415	\$0.80	\$1.00	\$1.20	\$1,932	\$2,898	1
21	Hanging Rock	improve, mark & define route	Existing	1,720	1,978	\$0.80	\$1.00	\$1.20	\$1,582	\$2,374	1
22	South BLM Connector	existing rd, connect off lease area	Existing	100	115	\$0.80	\$1.00	\$1.20	\$92	\$138	1

Cost Summary – Trails

	LOW ESTIMATE	HIGH ESTIMATE
Phase 1	\$87,910.60	\$131,865.90
Phase 2	\$54,307.60	\$81,461.40
Total	\$142,218.20	\$213,327.30

Cost Estimates – Bike Park Features

BIKE PARK FEATURE	NOTES	AREA (AC)	DIMENSIONS (FT)	AVERAGE COST	LOW COST ESTIMATE	HIGH COST ESTIMATE
Beginner skills		0.39	100'x170'	\$9,900.00	\$7,920	\$11,880
Intermediate skills	width ranges 80' to 100'	0.33	90'x160'	\$11,880.00	\$9,504	\$14,256
Pump track		0.41	100'x180'	\$19,800.00	\$15,840	\$23,760
Jump lines	3 lines: beg, int, adv	0.36	70'x225'	\$19,800.00	\$15,840	\$23,760
Gravity pump line		0.22	35'x270'	\$9,900.00	\$7,920	\$11,880
Total Park Area	max area of disturbance	3.44	300'x500'	\$71,280.00	\$57,024.00	\$85,536.00



WYOMING DEPARTMENT OF TRANSPORTATION

CONTRACT AMENDMENT NO. 1

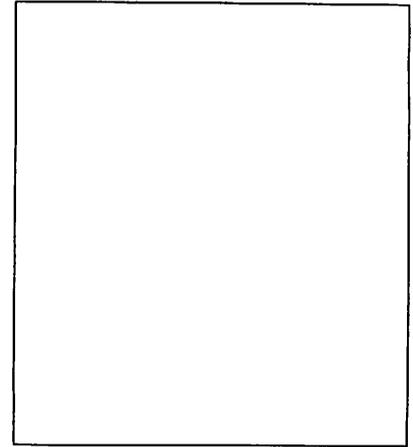
Contractor: Oftedal Construction, Inc.

Project No.: NH 2.20-N291061, NH 4.16-N291054,
STP-E 2.20-N291062, & ARSCT 2.43-N291A02

Road: Cody - Powell

County: Park

Sheet 1 of 4



Make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

A. DESCRIPTION OF CONTRACT AMENDMENT:

These changes will be made to the ARSCT 2.43-N291A02 portion of the Contract.

1. Eliminate Project ARSCT 2.43-N291A02 from the Contract.

B. REASON FOR CONTRACT AMENDMENT:

1. The bid costs for the items associated with Project ARSCT 2.43-N291A02 came in significantly higher than the preliminary estimate and what the City of Cody was anticipating and had budgeted for. The City of Cody requested that this portion of the project be eliminated from the Contract and the City of Cody be allowed to complete this work with their own forces after the Contractor has completed work in that area. (See Exhibit A)

C. MEASUREMENT and PAYMENT:

The above modifications will be measured and paid for in accordance with the contract as defined in the 2010 edition of the STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"



John F. Cox
Director

P.O Box 278
Cody, Wyoming 82414

June 4, 2013

Brad Olson
Project Manager
Ofedal Construction, Inc.
2376 Seven Mile Road
Casper, WY 82604

RE: NH 2.20-N291061,
NH 4.16-N291054,
STP-E 2.20-N291062, &
ARSCT 2.43-N291A02
Cody-Powell
Cody East Section
Park County

Dear Mr. Olson:

The City of Cody has notified WYDOT that they would like to rescind the ARSCT 2.43-N291A02 portion of the project from the Contract. The bid items for this work came in significantly higher than the original project estimate. The City of Cody does not have the funding available to do this work under this Contract. WYDOT will be executing a Contract Amendment to remove this work from the project.

The City of Cody will be doing this work with their own forces prior to final completion of this project. In accordance with SP-100KB, Special Provision for Construction Requirements, Workers for the City of Cody will be relocating or adjusting utilities during the project.

I will forward a Contract Amendment for this change in the near future. If you have any question please contact me at 307-587-2220.

Sincerely;

A handwritten signature in black ink that reads "Todd Frost".

Todd Frost
Resident Engineer

cc: Keith Compton, District Construction Engineer, Basin
Steve Payne, Public Works Director, City of Cody, Cody
File



CITY OF CODY
WYOMING

May 13, 2013

Wyo. Dept. of Transportation
Box 461
Basin, WY 82410
Attn: Ms. Shelby Carlson, P.E.
District Engineer

Re: STP-E-N291062 – Cody – Powell Corridor Improvements

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Jerry Fritz
Landon Greer
Steve Miller
Stan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R. Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

Dear Ms. Carlson:

On Thursday, May 9, 2013 the City of Cody received the estimated construction cost associated with the electrical lighting for the above referenced project. The bid estimate for project STP-E-N291062, street lighting, resulted in an estimated cost to the City of \$4,477.00. Please consider this letter our concurrence with that price.

Also on Thursday, May 9, 2013 our Public Works Director met with Todd Frost, Resident Engineer, and reviewed Project ARSCT-N291A02 with the above referenced project. Project ARSCT-N291A02 is associated with the above referenced project and was to consist of the installation of 6" conduit provided by the City of Cody. The preliminary estimate for agreement provided by the City of Cody was \$9,860.00 for installation only. It is my understanding that the cost of this work by bid yesterday was \$46,012.50. This is substantially more than the City was anticipating. I respectfully request that you allow this work to be eliminated from the Contract, and allow City crews to complete this work after the contractor has finished working in that area. Obviously, the City of Cody would need a permit from WYDOT to complete this work.

Please let me know if there is any additional information you need from the City of Cody. Thank you, in advance, for any assistance you can offer on the request identified above.

Sincerely,


Nancy Tia Brown
Mayor

Cc: File

GDA Engineers
 PO Box 338 – 1508 Stampede Ave
 Cody, WY 82414
 307.587.3411



LETTER OF TRANSMITTAL

TO: City of Cody Attn: Steve Payne, P.E.	MODE OF DELIVERY		
	EXPRESS MAIL	PRIORITY MAIL	REGULAR MAIL
FROM: Chris Roberts DATE: 5/29/2013 SUBJECT: Certificate of Substantial Completion	UPS OVERNIGHT EARLY A.M.	UPS NEXT DAY AIR	UPS SECOND DAY AIR
	UPS GROUND	OTHER	DELIVERY
PROJECT NAME: Cody West Strip Water Main Ext. PROJECT # 121118	FILE COPY		
	EMAIL	IN BOX	OTHER

File

Enclosed, please find the following items:

COPIES	DESCRIPTION
1	Certificate of Substantial Completion

REQUESTED ACTION

Please obtain a signature where indicated, and return original to our office.

Thank you

SIGNED: 

CC: _____

Certificate of Substantial Completion

Project: **CODY WEST STRIP WATER MAIN EXTENSION PROJECT**

Owner: **CITY OF CODY, WYOMING**

Owner's Contract No.:

Bid No. 2012-16

Contract: **CODY WEST STRIP WATER MAIN EXTENSION**

Engineer's Project No.: 121118

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents

MAY 24, 2013

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

Not amended.

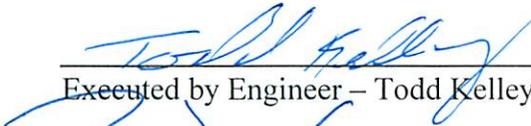
Contractor's Amended Responsibilities:

Not amended.

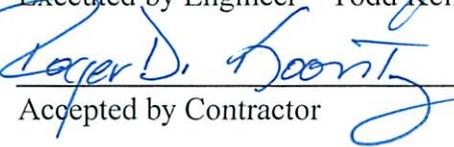
The following documents are attached to and made part of this Certificate:

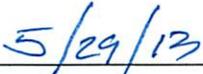
None.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.


Executed by Engineer – Todd Kelley, P.E.


Date


Accepted by Contractor


Date

Accepted by Owner

Date

MEETING DATE: JUNE 13, 2013
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: BUCK WILKERSON

AGENDA ITEM SUMMARY REPORT

WWI Monument

APPROVAL REQUESTED

The Veterans Memorial Park Steering Committee is requesting City Council approval to construct a WW I monument at the Veterans Memorial Park. The approval is contingent upon meeting the four conditions listed in the summary of information.

SUMMARY OF INFORMATION:

If City Council approves the improvement to the Veterans Memorial Park then Buck Wilkerson, Bob Davidson, and the Veterans Memorial Park steering committee will begin planning for the monument. There are still several questions that need to be secured.

1. Site plan
2. Engineer stamp
3. Property survey and property line confirmation
4. P&Z approval if required by City Code.

FISCAL IMPACT

There will not be any City funding used to include the monument. There will be in-kind donation of City labor to assist in the project. All other funding will be secured by Buck Wilkerson, Bob Davidson, and the Veterans Memorial Park Steering Committee.

ALTERNATIVES

1. Approve the request with four conditions listed in summary.
2. Require additional conditions be met.
3. Deny the request.

ATTACHMENTS

1. Sketch of monument dated May 21, 2013
2. Site selection of survey stake and white paint
3. Overhead view of site selection

AGENDA & SUMMARY REPORT TO:

Buck Wilkerson
Bob Davidson

AGENDA ITEM NO. _____

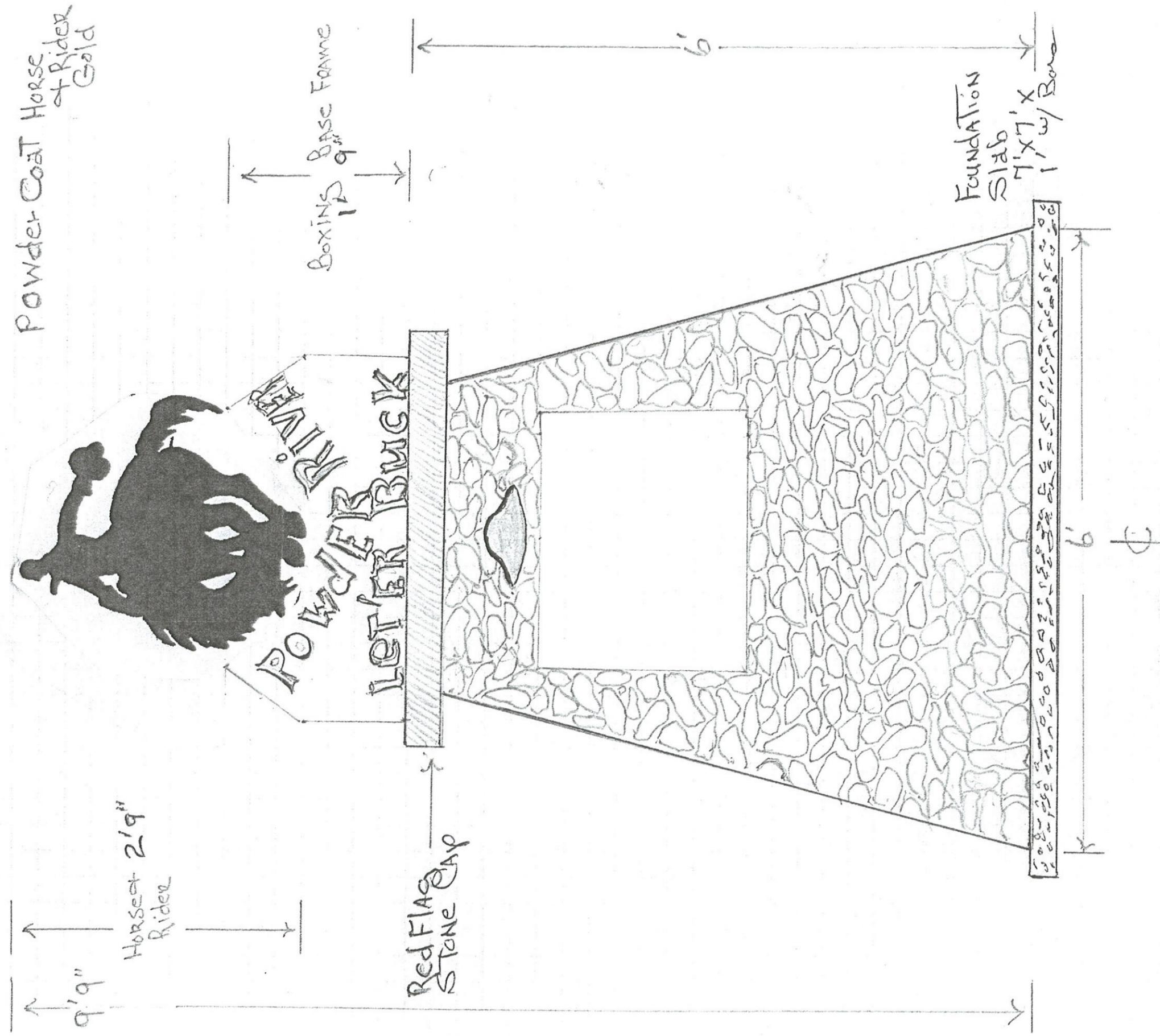
WW-I
Monument

Wyo Vet Park

Bob Davidson

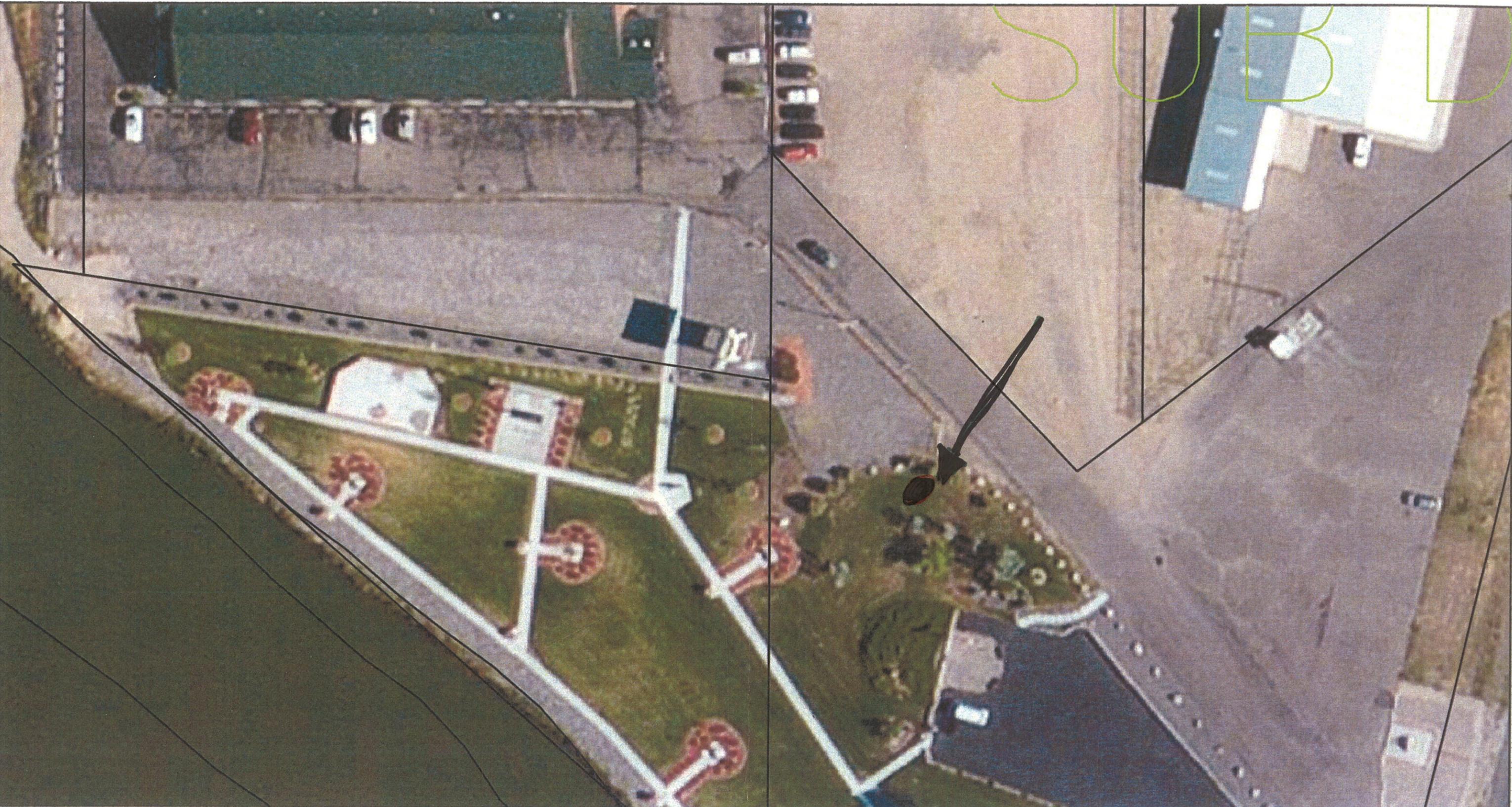
May 21, 2013

⊕



Powder Coat Horse
of Rider
Gold

SUB





MEETING DATE: JUNE 18, 2013
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICES OFFICER
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 2 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 2 Bar & Grill Licenses, 3 Limited Retail Licenses, 2 Microbrewery Permits 13 Restaurant Licenses, 21 Retail Licenses, and 1 Winery Permit. Two restaurant liquor license holders are not renewing their license for the 2013-2014 license term. All businesses that are 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, 2013. 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 \$53,700.

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: <u>4 / 25 / 13</u>	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>
Required Attachments Received	Yes <input checked="" type="checkbox"/>
Advertising Dates(4):	<u>5/22, 5/29, 6/5, 6/12 2013</u>
Hearing Date:	<u>6/18/2013</u>
Local Licensing Number:	<u>418</u>
For the license term:	<u>8 / 1 / 2013</u> Month Day Year
Through:	<u>7 / 31 / 2014</u> Month Day Year
A copy must be immediately forwarded to: State of Wyoming Liquor Division 6601 Campstool Road 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.

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 - Sat.

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

11am - 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):

42' X 17' ROOM IN NW END OF BLDGb) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

12' X 36' ROOM IN CENTER OF RESTAURANT

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 30-32, BLOCK 9, ORIGINAL TOWN, ZONED C**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: 12/31/18, 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: \$ 512,600
Food Sales: \$ 389,760 (76%)
Liquor Sales: \$ 123,024 (24%)

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?
<u>Logan Julander</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"/>
				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>Logan Julander</u>				<u>7</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 25th day of April, 2013.

Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by Ty Julander this 25 day of April, 2013.

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: 1/20/16



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 ~~LWJ~~^{TJ} LLC (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 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

damage to the roof of the building caused by signs thereon erected by or for the benefit of LESSEE, shall keep and maintain the parking area in a clean and orderly manner. If LESSEE fails to keep and maintain the LEASED PROPERTY as herein provided, LESSOR may perform such repairs and maintenance, and the costs thereof, plus 12% for supervision, shall be added to the rent and shall be subject to the late charge and interest as provided for delinquent rent. 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, tear and acts of God excepted.

LESSEE shall maintain the existing automatic extinguishing system protecting cooking appliances, hoods, and exhaust ducts so that they are in compliance with current UL300 standards and NFPA 96-2005, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, Chapter 10.

7. 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, this 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 wholly untenable and the damage can be fully repaired in ninety days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore within said time limit, whereupon rent in full shall recommence. Should the LESSOR fail or refuse to fully repair the building within said ninety days, LESSEE may terminate this Lease.

8. INSPECTION – LESSOR may at all times enter to view the LEASED PROPERTY, to make repairs, or to show the LEASED PROPERTY to persons who may wish to lease or buy the same.

9. ASSIGNMENT – LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without the prior written consent of LESSOR.

10. 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.

11. ADVERTISING SIGNS - LESSEE may display any and all advertising signs it may deem necessary on the LEASED PROPERTY so long as the placement thereof does not interfere with the enjoyment of adjoining premises by other lessees, their patrons and customers, and provided LESSOR has given written approval for the design and location of any such signs and has obtained city approval for such sign.

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 any such 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. OPTION TO RENEW – LESSEE shall have the option to renew this Lease for an additional term of three years, provided LESSEE is not then in default of the terms hereof at the time such option is exercised, by giving LESSOR written notice of the exercise of such option not more than 6 nor less than 3 months prior to the termination of the primary term, said renewal to be upon the same terms and conditions, except that rent for the extended period shall be at a rate agreed upon by the parties and provided such renewal shall not include an option to renew for an additional term. If the parties are not able to agree to a rent for the extended period, then this Lease shall terminate at the end of the primary term and there shall be no renewal.

14. BENEFITS - This Lease 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 LESSOR as follows:

Wilder Enterprises
902 Rumsey Avenue
Cody, WY 82414

And addressed to LESSEE as follows:

TLJ - TJ, LLC
TJ LaComida
1385 Sheridan Avenue
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 the address of notice by giving appropriate notice thereof in writing to the other party.

16. MODIFICATION – This lease may not be amended or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any such amendment or supplement as signed.

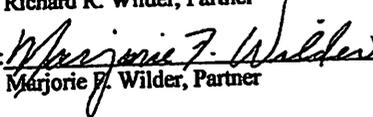
IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, this 27th day of April 2012.

LESSOR:

WILDER ENTERPRISES

By: 

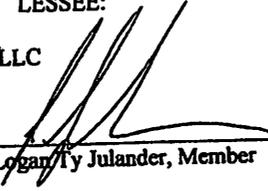
Richard R. Wilder, Partner

By: 

Marjorie F. Wilder, Partner

LESSEE:

TLJ
- TJ, LLC
TJ

By: 

Logan Ty Julander, Member

WDAJTA
0426

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 037082

FOOD LICENSE

Account # 7385/7385-1



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.

LA COMIDA
1385 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 10/26/2013

Donna Tomasett

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: 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: 4 / 29 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 420

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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 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 <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <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) <u>Mon - Sunday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11 - 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.)
 - 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 3 of lease document.
- 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: \$ 2,901,775.97
Food Sales: \$ 2,264,008.68 (80.23%)
Liquor Sales: \$ 637,767.29 (21.77%)

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?
Preston Chiasson				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 29 day of April, 2013.

[Signature]
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by Preston Chiasson this 29th day of April, _____.

Witness my hand and official seal.

[Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: September 30, 2015



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

A LEASE AGREEMENT BETWEEN LESSOR AND LESSEE(S), 3 or more pages as needed

Rebecca
Josh
Wade

LESSOR—Keith J. NeVille II, 1225 Meadow Lane Court, Cody, WY 82414, 307-587-5941
email—firstchoicewy@tctwest.net—lease payments and correspondence are handled at this
address or any future address given by Lessor—during normal business hours, Mon-Fri, 8-5,
unless you have an emergency. If a weekend/holiday is ever involved in lease dates, the following
business day becomes the final day for utility readings and return of keys.

Date of Agreement July 2011 Location of property 1367 Sheridan Ave
LESSEE(S) Preston Chiasson and/or ~~Pe'Boy, Inc.~~ WRCH-CODY, Inc & Preston Chiasson
Address 1120 Bleisten Ave Cody WY SSN 436-75-7577
Phone 307-527-7731 Cell 307-752-4331 E-mail Preston@Ribandchophouse.com
Additional info WRCH-CODY, Inc.
Name of business WYOMING Rib & chophouse Phone 307-527-7731

Lease amount is scheduled as follows:

- ✓ August 1, 2011 to July 31, 2012 \$2800.00 which includes taxes and replacement of walls.
- ✓ August 1, 2012 to July 31, 2013 \$2900.00 which includes taxes and replacement of walls.
- ✓ August 1, 2013 to July 31, 2014 \$3000.00 which includes taxes and replacement of walls.
- August 1, 2014 to July 31, 2015 \$3100.00 which includes taxes and replacement of walls.
- August 1, 2015 to July 31, 2016 \$3200.00 which includes taxes and replacement of walls.
- August 1, 2016 to July 31, 2017 \$3300.00 which includes taxes and replacement of walls.

WRCH-CODY, INC. KIN
This lease is 6 years because the City of Cody requires Preston to have a lease for one year from liquor
license annual renewal and allows Preston or ~~Pe'Boy~~ to operate through July 31st 2016 without a repair to
the lease from NeVille. This has to do with the City's fiscal year.

This lease needs to be re-negotiated at the end of the 5th year, July 1st, 2016 if Lessees have not
purchased the property. No guarantees of a new lease are implied by Lessor.

It is understood that Preston and company have a lease with Steve and Colleen Aichle for the building
adjacent to 1367 Sheridan Avenue and that there will be an opening in the walls between the buildings.
It is also understood that NeVille is responsible for the closing of said openings should Preston and
company choose not to renew the lease at the end of the 5th year.

It is understood that the City of Cody does not charge a monthly fee for the 4 inch water line being
installed by Lessees to operate a "sprinkling system". It is understood the system can be drained.

It is understood that the real estate taxes assessed to the property are Lessees responsibility and are
included in the totals above with the exception of any special taxes or additional taxes added to the
property from the city, county, or state.

Lessees are responsible for the insurance on the structure, replacement, liability, all insurance coverage.

Lessor would like Lessee to make rent payments to Wells Fargo Bank acct. no. 349 540 5213

At the end of this lease the Lessees will return keys, remove signage and prepare the building for future
tenants as required by the Lessor. The building will be returned to its original appearance. Any
equipment on roof and any items attached the structure will be either removed or left as agreed to by the
Lessor. Damage to roof must be repaired by Lessees. No security deposit is being held by Lessor.

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 this date. If payment is NOT received by the 1st of the month, then a
\$100.00 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 Court House,
Cody, WY 82414, Lessee is responsible for all court and legal costs.

Some of the additional rules for the tenant/Lesseees and employees:

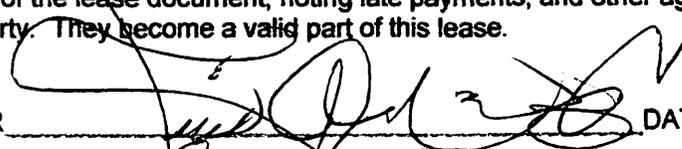
1. Area is no smoking and tobacco free. No cigarette butts, no spitting, anywhere.
2. Lessee and employees cannot park in any space a customer would park.
3. Lessee has the Lessor's permission to sell and have customers consume alcohol on the premises so long as all applicable laws and ordinances are followed by Lesseees.
4. No pets are allowed unless prior permission is given in writing by Lessor.
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 respectable 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 furnace and a/c filters as needed, usually monthly.
11. Lessee is responsible for all heating and a/c units and their maintenance. Restaurants have special a/c and venting needs and must be furnished and maintained by Lessee.
12. Lessee is responsible for plumbing, electrical, floors, walls, ceilings, fans, switches, 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, structure, loss of income, and liability insurance covering the Lessor and forward a copy of this insurance to the Lessor mentioned on page one.
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.
19. 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 transferrable.
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 Lesseees choose to purchase this property from NeVille, the price of the building at this time, June 8, 2011 is \$485,000.00. The value of the building will increase by 2% each year, on the anniversary of the lease, or by the market value analysis of two independent realtors, whichever is greater, i.e. 7-31-2012 the value is \$494,700.00: 7-31-2013 the value is \$504,594.00, etc, etc. If Lesseees choose an appraisal be done, it might be considered, but Lessor has final say on value.

The Lessor has the right to place the property (1367 Sheridan Avenue) on the market and the Lesseees will have the first right to add \$3,000.00 to the price, beating another buyer, and purchase property within 60 days of written notice by Lessor. Any buyer will have to agree to the transfer of this lease.

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. Lessor is not required to repair or replace said damaged property. Unusable would be defined by the City of Cody. Lesseees insurance or Lessee must settle with the Lessor on the amount due from damages regardless of the cause.

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  DATE 8-5-11

LESSEE  DATE 8-5-11

LESSEE _____ DATE _____

SPECIAL NOTES WRCH-CODY, Inc has our permission
to operate a full restaurant complete with liquor
license.

1520 VIA CHAPARRAL
FALL BROOK, CA 92028
SWA, CAA
PEC

LEASE AGREEMENT

THIS AGREEMENT made and entered into as of the 1ST day of July, 2011, by and between Steven W. Aichle and Colleen A. Aichle, Trustees of the Aichle Family 1996 Trust, dated June 14, 1996, of 120 BLESSING AVE. ("Aichle") and Po'Boy, Inc. of 1361 SHERIDAN AVE. ("Po'Boy"). WIRCH-CODY INC

WITNESSETH:

It is hereby mutually agreed as follows: SWA, CAA

1. In consideration of the payment of rents and the keeping of the covenants and agreements hereinafter set forth to be kept by Po'Boy, Aichle hereby leases to Po'Boy a portion of the premises located at 1361 Sheridan Avenue, in the City of Cody, County of Park, State of Wyoming, which is more fully described as: PEC SWA, CAA

Lot 27, Block 9, Original Town (now City) of Cody, according to the plat recorded in Book "E" of Plats, page 58, records of Park County, State of Wyoming (described herein as "the premises" or "the property"),

including 1,726 square feet on one level, but including the outside-accessible storage area above the premises. Said square footage is based on outside wall dimensions.

2. The term of this Lease shall run for a period of two (2) years from July 1ST during and until August 1, 2013 and shall continue from month to month thereafter.

3. Rental for said premises for said term shall be as follows:

- a) Base Rent: \$2,200.00/month
- Property Taxes: \$131.06/month
- Holdout for Wall Repair: \$208.33/month

Upon the expiration of the first lease year, the annual rent shall be adjusted at the beginning of the second lease year and each successive lease year thereafter. At least thirty (30) days prior to the end of each lease year, Aichle shall determine from <http://www.bls.gov/> the Consumer Price Index for All Urban Consumers; U. S. City average, all items (1982-1984 = 100) (hereinafter referred to as the "CPI") for the month immediately preceding the end of the. If it is higher than the CPI for the same month of the preceding year, the Base Rent will be increased in the same proportion as the increase in the CPI. The Base 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 Base Rent.

b) During the term of this Agreement, WIRCH-CODY INC Po'Boy shall provide and timely pay 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 Po'Boy, all of which amounts shall be deemed to be additional rent hereunder. Aichle shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by Po'Boy. Po'Boy further covenants and agrees as follows: PEC SWA, CAA

SWA, CAA
PEC

SWA, CAA

SWA, CAA

WRCH-CODY INC Pec
SWA, CAA

i) Pec Po'Boy is further responsible for the normal maintenance of all heating and air conditioning units, as well any repairs that may be required thereto. Aichle may choose to replace a unit where needed. Po'Boy is to replace furnace and air conditioning filters as needed, and shall not close vents or otherwise obstruct the operation of heating and air conditioning systems.

Pec WRCH-CODY INC
SWA, CAA

ii) Pec Po'Boy is responsible for the normal maintenance of plumbing, electrical, floors, carpeting, walls, ceilings, fans, switches, glass including windows and fixtures.

Pec WRCH-CODY INC
SWA, CAA

iii) Pec Po'Boy is also responsible for sidewalks—keeping them clear in the summer and winter—and Po'Boy cannot put salt or "unsuitable" de-icer on the sidewalk that might damage it. Pec
SWA, CAA

Pec WRCH-CODY INC
SWA, CAA

iv) Pec Po'Boy must conform will all ordinances of the city, county and state government, including fire retardant systems and extinguishers.

Pec WRCH-CODY INC
SWA, CAA

c) All Lease amounts, including taxes, shall be deposited directly to Aichle's account on or before the first (1st) of each month. If payment is not received by the 1st of the month, then a \$50.00 late payment penalty shall be added to the Lease amount. If the payment is not received by the 5th of the month, then an additional daily late payment penalty of \$25.00 shall be assessed from and after the 1st of the month.

All such payments of rent shall be payable by Po'Boy by direct deposit to such account as Aichle may direct.

Pec Po'Boy agrees to notify Aichle no later than February 1, 2012 of Po'Boy's intention to renew or not renew this lease or any extension hereof. If Po'Boy fails to notify Aichle of this choice, then this Lease Agreement shall terminate. Pec
WRCH-CODY INC
SWA, CAA

Pec Po'Boy upon written notice to Aichle, may assign this Lease to WRCH-Cody, Inc. without the prior written consent of Aichle. Po'Boy cannot otherwise sublease, assign or allow another business to operate on the premises without the prior written consent of Aichle. The Lease is not transferrable. During the last ninety (90) days of the Lease term, Aichle shall have the right to show the premises and place "for rent" signage. Aichle shall have the right throughout the term of this Agreement to list the property for sale and to show the same to potential purchasers; Po'Boy shall not interfere with such interested parties or with the efforts of Aichle or Aichle's efforts to sell the property. In the event of such a sale, the sale contract shall reference this Lease and the sale of the property shall be subject hereto. Pec
WRCH-CODY INC
SWA, CAA

g) The parties acknowledge that the holdout for wall repair referenced in Paragraph 3(a) above is being held by Aichle to repair the opening in the east wall of Aichle's building in accordance with the Wall Agreement

SWA, CAA
Pec

SWA, CAA
Pec

SWA, CAA
Pec

Pec WRCH-CODY INC

Pec WRCH-CODY INC

Pec WRCH-CODY INC

SWA, CAA

WRH CODY INC SWA, CAA

WRH CODY INC

Po'Boy toward the referenced wall holdout shall be credited toward the purchase price if Po'Boy purchases the premises.

4. Po'Boy, in consideration of the leasing of said premises as above-described, covenants and agrees as follows:

- a) To maintain the interior of the demised premises, including all minor repairs necessary for the maintenance thereof as necessary to maintain and keep all of the same in as good condition as now exists as of the commencement of the date of this agreement, normal wear and tear excepted.
- b) The premises will be used by Po'Boy as a restaurant, including the sale of alcohol, which is specifically permitted pursuant to Po'Boy's liquor license. Po'Boy shall not change the "usage" of the premises without prior written permission from Aichle.
- c) To keep the premises clean and in a sanitary condition.
- d) To neither permit nor suffer the premises to be used for any purposes that would render fire insurance void or insurance risks more hazardous or to make any alterations or structural changes in, upon or about said premises without obtaining written consent of Aichle, which consent shall not be unreasonably withheld.
- e) To permit Aichle or Aichle's agent at any reasonable hour of the day to enter said premises for the purpose of inspecting or repairing the same.

5. Aichle covenants and agrees to repair the building itself, wiring, roof, gas, water and sewer pipes, unless the damages are the direct fault of Po'Boy, in which event they shall become the responsibility of Po'Boy.

6. In the event the premises become untenable because of damage by fire, explosion, wind, tornado or other acts of God, Po'Boy shall be relieved of the obligation to pay rent during the period the premises are untenable by reason of said damage, provided such damages are not occasioned by the negligence or wrongful act or default of Po'Boy or Po'Boy's employees or agents. In the event such damage occurs, Aichle must repair and restore the premises within sixty (60) days or, if any damages are such as may not be restored within sixty (60) days, Aichle shall commence with such restoration within thirty (30) days and diligently prosecute the same to completion, or Po'Boy may thereupon declare this lease null and void and of no further force or effect.

7. In the event the premises are left vacant for a period of fifteen (15) days or if Po'Boy abandons or surrenders the leased premises during any term hereof (provided that the vacancy of the building because of repairs or remodeling shall not constitute such vacancy or abandonment) and any part of the rent shall be unpaid, then Po'Boy shall pay to Aichle the monthly Base Rent and the property taxes for the remaining term hereof, and Aichle shall be entitled to retake possession of the premises and attempt to re-let the same without terminating, discharging or releasing Po'Boy from its obligation to pay the monthly rental as hereinabove provided for the remainder of the term hereof; provided, however, all rents received after retaking possession shall be credited to the amount owed by Po'Boy. Aichle shall make a good faith effort to re-let the premises.

WRH CODY INC SWA, CAA

WRH CODY INC SWA, CAA

WRH CODY INC SWA, CAA

SWA, CAA

WRH CODY INC SWA, CAA

WRH CODY INC SWA, CAA

SWA, CAA

WRH CODY INC SWA, CAA

8. If any default shall occur in the performance of any of the covenants of this lease and said default continues fifteen (15) days after written notice of default, then Aichle may declare this lease to be in default and proceed to pursue all remedies at law or in equity.

9. Po'Boy may display any and all advertising signs deemed necessary on the leased premises so long as Aichle is contacted regarding the placement thereof and provided that such signage comports with the ordinances of the City of Cody and that the City of Cody has given prior written approval therefore. All damages caused by the removal of signs, as well as the actual removal of signs, shall be at the sole cost and expense of Po'Boy.

10. This lease is made by and between the parties hereto with the express understanding and agreement that, in the event Po'Boy becomes insolvent or is declared bankrupt, then Aichle may declare this lease terminated, and all rights of Po'Boy hereunder shall thereupon terminate and cease.

11. Should Po'Boy seek to install fixtures on the Premises, all requests for installation shall be made to Aichle in writing and approved in writing. The cost of fixtures and installation shall be borne entirely by Po'Boy and the parties shall mutually agree at the time of installation as to whether such fixtures are to remain with the premises or be removed upon termination of this Lease. The parties shall also agree at the time of installation whether any credit is to be given to Po'Boy in the event of their purchase of the premises hereunder, but the parties acknowledge that no credit shall be given for the installation of the fire sprinkler system currently being installed or any of the other remodeling currently being performed by Po'Boy at the time of execution of this Agreement. If Po'Boy removes fixtures from the Premises, Po'Boy shall be liable to Aichle for the cost thereof plus any damages incurred by Aichle for that removal. If Aichle requests removal of the fixtures which are not approved by Aichle, Po'Boy shall pay for such removal and any damages.

12. Any remodeling will be with the approval of Aichle in advance and in writing. Po'Boy agrees to pay all contractors, subcontractors, suppliers, and materialmen, and hereby agrees to indemnify and hold Aichle harmless from any damages that arise out of the construction or installation of such facilities, including Po'Boy's failure to abide by the requirements described in this paragraph. Po'Boy shall abide by all governmental requirements. Po'Boy is responsible for obtaining any and all building permits and approvals. At least monthly, Po'Boy shall provide to Aichle or his representative copies of all subcontractor statements, invoices and bills paid by Po'Boy or submitted to Po'Boy for payment; within fifteen (15) days following Po'Boy's payment thereof, Po'Boy shall provide to Aichle or his representative copies of lien releases signed by all of the subcontractors paid from such statements, invoices and bills.

13. Po'Boy hereby agrees to indemnify and hold Aichle harmless from all damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Po'Boy, including those arising out of damages or losses occurring on the leased premises—including sidewalks, hallways, and bathrooms—during the term of this Lease or any extension thereof.

14. Within thirty (30) days following Aichle's delivery to Po'Boy of the insurance billing statement for the Premises, Po'Boy shall reimburse Aichle 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 Premises as set forth herein. Po'Boy shall

Handwritten notes and signatures:
- Circled initials: REC, SWA, CAA
- Underlines: WRCH CODY INC, SWA, CAA
- Checkmarks: YES
- Various scribbles and initials throughout the text.

- (PG)
- WRLH - COPY INC SWA, CAA
- c) Pe'Boy may elect to exercise THE RFR at any time during the sixty (60) day period ("THE ACCEPTANCE PERIOD") following Pe'Boy's receipt of THE RFR NOTICE by delivering to Aichle a written notice of acceptance ("THE NOTICE OF EXERCISE"):
- i) THE NOTICE OF EXERCISE shall state that Pe'Boy agrees to purchase the property described in THE RFR NOTICE upon the terms and conditions set forth in the offer or contract which accompanied THE RFR NOTICE, in which case the date on which THE NOTICE OF EXERCISE is delivered to Aichle shall be the effective date of the agreement pursuant to which Pe'Boy shall purchase such property and Aichle shall sell and convey the same;
 - ii) In the event that THE NOTICE OF EXERCISE is not timely served during THE ACCEPTANCE PERIOD for all or any portion of THE RFR TRACT, then such property described in THE RFR NOTICE shall be released from THE RFR rights of Pe'Boy hereunder; provided, however, if the transaction described in THE RFR NOTICE fails to take place, then THE RFR shall be revived and in full force and effect with respect to such property.
- d) If there is no outstanding and bona fide offer from a third party to purchase all or any portion of THE PROPERTY, then Pe'Boy shall have an exclusive option and right to purchase THE PROPERTY ("THE OPTION") for a purchase price of \$375,000.00, upon the exercise of which the parties shall enter into a contract for such sale and the delivery by Aichle of a good and sufficient Warranty Deed to Pe'Boy. Pe'Boy may elect to exercise THE OPTION at any time during the RFR PERIOD referenced above by delivering to Aichle a written notice of such exercise ("THE NOTICE OF EXERCISE").

17. No consent, express or implied, to any breach of any one of the covenants or agreements herein contained shall be deemed or taken to be a waiver as to any other or succeeding breach.

18. 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.

19. 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 Aichle and Pe'Boy. Each term and provision of this Agreement to be performed by Pe'Boy shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of Pe'Boy is not intended to constitute a consent to assignment by Pe'Boy but has reference only to those instances in which Aichle may have given written consent to a particular assignment.

20. If either of the parties to this Lease files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the prevailing party shall be entitled to costs and reasonable attorney fees incurred in association therewith.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

AICHLE FAMILY 1996 TRUST:

By: Steven W Aichle
STEVEN W. Aichle, Trustee

By: Colleen A. Aichle
COLLEEN A. Aichle, Trustee

~~Po'Boy, Inc.~~ WRCH-CODY, INC. ^{REC} SWA CAAA

By: [Signature]

Name: Preston E Chiasson

Title: President

WRCH-Cody, Inc. hereby acknowledges and agrees to the terms hereof, effective upon the assignment of this Lease by Po'Boy, Inc.

WRCH-Cody, Inc.

By: [Signature]

Name: Preston E Chiasson

Title: Vice President

PERSONAL GUARANTEE

In consideration of the foregoing Lease Agreement, which is made at the request of the undersigned on the terms and conditions hereof, the undersigned, Preston Chiasson, of 1120 Bleisstein Ave, Cody, WY guarantees the performance above described, in accordance with all terms and conditions of the Lease Agreement; the undersigned further agrees to all terms and conditions of this Lease Agreement and affirms the terms contained herein.

The liability of the undersigned under this guarantee shall be direct and not conditional or contingent on the pursuit of any remedies against any of the parties hereto.

Notice of acceptance is waived. This shall be a continuing guaranty extending to any extension of this Lease Agreement.

[Signature]
PRESTON CHIASSON

WDA-17A
04/28

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 039142

FOOD LICENSE



Account # 2949/2949-1

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.

Expiration Date: 5/4/2014

WYOMING'S RIB AND CHOP HOUSE - CODY
1367 SHERIDAN
CODY, WY 82414

Joan Jameson
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 / 26 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 412

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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.

<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 checked="" 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 checked="" 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>Monday - Sunday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>Mon. - Sat. 3:00 Pm to 2:00 AM</u> <u>Sun. - 2:00 Pm to 10:00 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))

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.) 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> 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?
Jerry Fritz				14	N.A.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dorothy DeBerg				6	N.A.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Larry Christy				10	N.A.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Bob Senitte				36	N.A.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

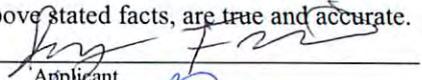
(If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

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 26 day of April, 2013.

Jerry Fritz 
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Dorothy DeBerg 
Applicant

Subscribed and sworn to before me by Jerry Fritz; Dorothy DeBerg this 26th day of April, 2013.

Witness my hand and official seal.


Notary Public or Person Authorized to Administer Oath

My Commission expires: 11/05/2013



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 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 413

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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.

<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 checked="" 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 checked="" 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>Sun - Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>9am - 1am Mon - Sat</u> <u>12pm - 10pm Sunday</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):

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: 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?
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"/>
Arthur S. Gunderson				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, 2013

Charles Mathis
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Arthur S. Gunderson
Applicant

Subscribed and sworn to before me by Charles Mathis and Arthur Gunderson this 29 day of April, 2013

Witness my hand and official seal.

Kathy Teten
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11-02-2013



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:	\$ _____
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)

<input type="checkbox"/> YES <input type="checkbox"/> 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)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- b) Do you self distribute your products?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES <input type="checkbox"/> 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?
William Buntz				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 <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 19 day of April, 2013.

Thomas Fell
Applicant

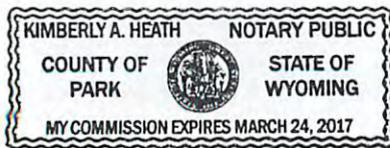
THE STATE OF WYOMING }
COUNTY OF Park } SS.

William Buntz
Applicant

Subscribed and sworn to before me by Thomas Fell + Price William Buntz this 19th day of April, 2013.

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:		

-----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 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 856

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: PAT O'HARA BREWING CO. LLC

Trade Name (dba): PAT O'HARA BREWING CO. LLC

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

Fax Number: _____

E-Mail Address: tooth@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.

<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 checked="" 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 through Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11:00 am to 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):

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 8A 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 *Not open*
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?
<i>Leonard R Moore</i>	<i>03/10/1956</i>	<i>927 Meadowlane Ave Cody WY 82414</i>	<i>307-899-3673</i>	<i>1</i>	<i>95</i>	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"/>

DWI 1980 CA.

(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, 2013.

Leonard R Moore
Applicant

THE STATE OF WYOMING WY
COUNTY OF Park } SS.

Applicant

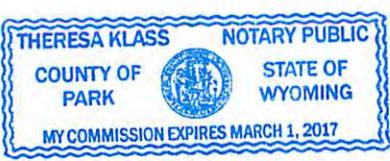
Subscribed and sworn to before me by Leonard R. Moore this 23 day of April, 2013

Witness my hand and official seal.

Theresa Klass

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3-1-17



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

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 (A.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. Stung
LESSOR

17 Jan 2012
DATE

Charles H. Stung
LESSOR

17 January 2012
DATE

W Moore DDS
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 Janice Stump
LESSOR

17-January 2012
DATE

[Signature]
LESSEE

1-17-2012
DATE

LESSEE

DATE

1426 Stampede Ave 587-6028

927 Meadowlark Ave 899-3673

-----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 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 347-17

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: ROADGRILL LLC

Trade Name (dba): GEYSER BREWING COMPANY

Premise Address: 525 W YELLOWSTONE AVENUE
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: 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 <u>CODY</u></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 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 checked="" 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-Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>5pm - 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)}

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: 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 *Operational*
- b) Do you self distribute your products? YES NO *April 1, 2013*
- 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?
<i>Lynn M Lampe</i>				YES <input checked="" 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"/>
				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>Lynn M Lampe</i>				11	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 29 day of April, 2013.

Lynn Lampe
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

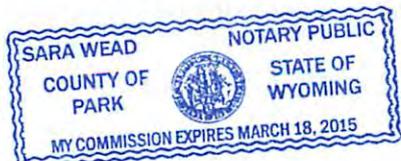
Applicant

Subscribed and sworn to before me by Lynn Lampe this 29th day of April, 2013.

Witness my hand and official seal.

Sara Wead
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:		

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 / 2015, located on page 1, paragraph 3 of lease document.
- 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: \$ 601,268.76
 Food Sales: \$ 520,698.75 (86.6 %)
 Liquor Sales: \$ 80,570.01 (13.4 %)

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 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?
Jay Linderman				3	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Christine Linderman				3	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 29 day of April, 2013.

George Jay Linderman
Applicant

THE STATE OF WYOMING

COUNTY OF Park

} SS.

Christine J. Linderman
Applicant

Subscribed and sworn to before me by George Jay Linderman this 29th day of April, 2013.

Witness my hand and official seal.

Barbara J. Curless
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11/05/2013



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

FAX to 307-587-3840

page 1

A LEASE AGREEMENT BETWEEN LESSOR AND LESSEE(S), 2 or more pages as needed

**LESSOR—Keith J. Neville II, 1225 Meadow Lane Court, Cody, WY 82414,
307-587-5041
e-mail—firstchoicewy@bresnan.net—lease payments and correspondence are
handled at this
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 workday becomes the final day for utility readings and return of
keys.**

**Date of Lease 5/01/2010
Location of property 1244 Sheridan Ave, Cody Wyoming**

LESSEE(S) C.V, Inc. filing # 2010-000561804

Address 1244 Sheridan Ave, Cody, Wyoming SSN 516-84-6610

Phone 527-7320 Cell 307-710-6193 E-mail jayindeman53@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 \$135.00
taxes—\$2,035.00.
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
This 5 year lease is one month short because of the proposed "take-over" date
by Lessee. This is
being done by email, with lease being signed (deposit included) and returned to
Lessor.**

**The taxes for 2010 are shown above and will be included with monthly rent
deposits. Future taxes 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.
3495405213**

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, utilities 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 of deposit is due, then within 60 days the Lessor may remit.

Ninety 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 this 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 respectable 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 furnace and a/c filters as needed, usually monthly.
11. Lessee is responsible for all heating and a/c units and their maintenance. Restaurants have special a/c and venting needs and must be furnished and maintained by Lessee.
12. Lessee is responsible for plumbing, electrical, floors, walls, ceilings, fans, switches, glass including windows, and fixtures. Lessee should insure glass windows in

3

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 *SP* *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 Lunderson DATE 3/24/2010

LESSEE Christ J Lunderson DATE 3/24/2010

SPECIAL NOTES _____

5

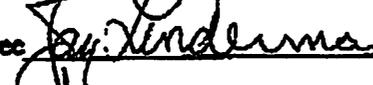
Keith J. Neville II and Margaret C. Neville
1225 Meadow Lane Court, Cody, WY 82414
307-587-5941 firstchoicewy@brcsnan.net

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

RECEIPT NUMBER

CHEYENNE, WYOMING 82002

FD 038442

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 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.

ADRIANOS ITALIAN RESTAURANT
1244 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 3/24/2014

Jason Zimmerman

Director of Agriculture

-----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 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 847

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: SHERI CLEMMER ANDERSON

Trade Name (dba): WILD HORSE CAFÉ & GIFT SHOP

Premise Address: 440 WEST YELLOWSTONE AVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 440 WEST YELLOWSTONE AVE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307)-587-4183

Fax Number: _____

E-Mail Address: S6591MOMO@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.**

<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 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 type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input checked="" type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>MAY 15-13</u> to <u>OCT 15-13</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>7-7 p.m</u> Am</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) NOT operational as of filing date

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):

3.5' X 8.5' ROOM IN SOUTHWEST CORNER OF 1ST FLOOR 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)

ALLEN SUBDIVIOSN, 2ND FILING, 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: *Not operation yet*
 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> 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?
Sheri Clemmer				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 29th day of April, 2013.

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

[Signature] Applicant
[Signature] Applicant

Subscribed and sworn to before me by Sheri L Clemmer Anderson this 29th day of April, 2013.

Witness my hand and official seal.

Sara Wead

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:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 038988

FOOD LICENSE



Account # 10844/10844-1

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.

WILD HORSE CAFÉ & GIFT SHOP
440 W YELLOWSTONE AVE
CODY, WY 82414

Expiration Date: 5/27/2014

Jason Fearneshon

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 / 7 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 421

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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 N YELLOWSTONE AVENUE
Number & Street or P.O. Box

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.**

<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 type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input checked="" type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>June</u> to <u>Sept</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>7 Days</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>5:30 - 8 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))

10' X 12' 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) Demaris of demaris

LOT 9A DEMNIS 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: \$219,305
 Food Sales: \$212,641 (97%)
 Liquor Sales: \$664 (3%)
 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 Thieleman				4.5 yrs	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Richard MacGregor					25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Robert Friedrichs					25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Anita Friedrichs					25%	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 3rd day of May, 2013

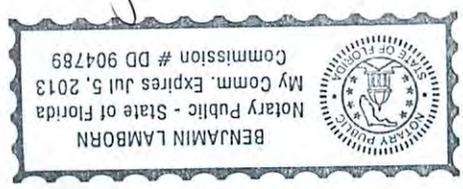
Anita Friedrichs
Applicant

THE STATE OF WYOMING }
 COUNTY OF Palm Beach } ss.

Subscribed and sworn to before me by Anita Friedrichs this 3 day of May, 2013.

Witness my hand and official seal.
 Notary Public or Person Authorized to Administer Oath

My Commission expires: July 5 2013



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

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: 5/29/2013

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 / 1 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 805

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: JEDEDIAH CODY LLC

Trade Name (dba): JEDEDIAH'S AT THE AIRPORT

Premise Address: 2101 ROGER SEDAM DR
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2975
Number & Street or P.O. Box

JACKSON, WY 83001
City State Zip

Business Telephone Number: (307) 413-0109

Fax Number: _____

E-Mail Address: jeds@wyom.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</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>7 days</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>5³⁰am to 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):

8.5' X 7.5' ROOM IN NORTH CENTRAL PORTION OF THE 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 4 SW 1/4 NW 1.4, T52.NR101N, ZONE E, YELLOWSTONE REG AIRPORT, CODY WY, 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.) 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: 9/30/2019, located on page 1, paragraph 1 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 4, paragraph 10 of lease document.

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

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

Gross Sales:	\$ <u>105,515.44</u>
Food Sales:	\$ <u>160,022.00</u> 98%
Liquor Sales:	\$ <u>2820.90</u> 2%

 W.S.12-4-408(b) assumed - only 6 months available data
- 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?
Jedediah's Holdings				2	-	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Mike Gierau				2	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Dan Benzon				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 4/29 day of April, 2013.

Applicant

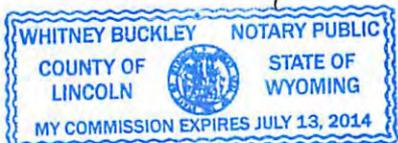
THE STATE OF WYOMING }
COUNTY OF TETON } ss.

Subscribed and sworn to before me by Mike Gierau this 29th day of April, 2013

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: July 13, 2014



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

RESTAURANT LEASE

This restaurant lease ("Lease") made and entered into as of August 31, 2012, by and between the Yellowstone Regional Airport Joint Powers Board ("Lessor") and Jedediah Cody, LLC ("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, together with all of the listed equipment in Exhibit B, 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 the later of October 1, 2012, or Lessee's receipt of a health permit and liquor license from the appropriate governing bodies to serve food and liquor on the Leased Premises ("Effective Date").

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 September 30, 2019 (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 one hundred eighty (180) 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 one hundred eighty (180) days has expired.

2. Rent.

Lessee agrees to pay Lessor for the use of the Leased Premises the *greater* of the following ("a" or "b") commencing with the Effective Date:

- a. --\$250 per month during months one through six (1-6) after the Effective Date;

--\$500 per month during months seven through twelve (7-12) after the Effective Date;
--\$1,000 per month during months thirteen through eighty-four (13-84) after the Effective Date

- b. Three percent (3.0%) of the total gross revenue derived from the sales of food, non-alcoholic beverages and merchandise on the Leased Premises, and five percent (5.0%) of the total gross revenue derived from the sales of alcohol on the Leased Premises.

In the event that the Alternative Effective Date is agreed to between the parties rather than the Effective Date scenario above, Lessee shall pay Lessor three percent (3.0%) of the total gross revenue derived from all sales on the Leased Premises until such time as the conditions deemed in the Effective Date scenario have been completed.

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 prior to acceptance by Lessee shall be the responsibility of Lessor to repair or replace. 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 on 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 results 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 will be the responsibility of Lessee. In the event any of the equipment and/or fixtures set forth in Exhibit B 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.

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 advertisements 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) 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 or instrumentally thereof relative to the operation or maintenance of such premises, the execution of which has been or may require as a condition precedent to the expenditure of federal or state funds for the development 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.

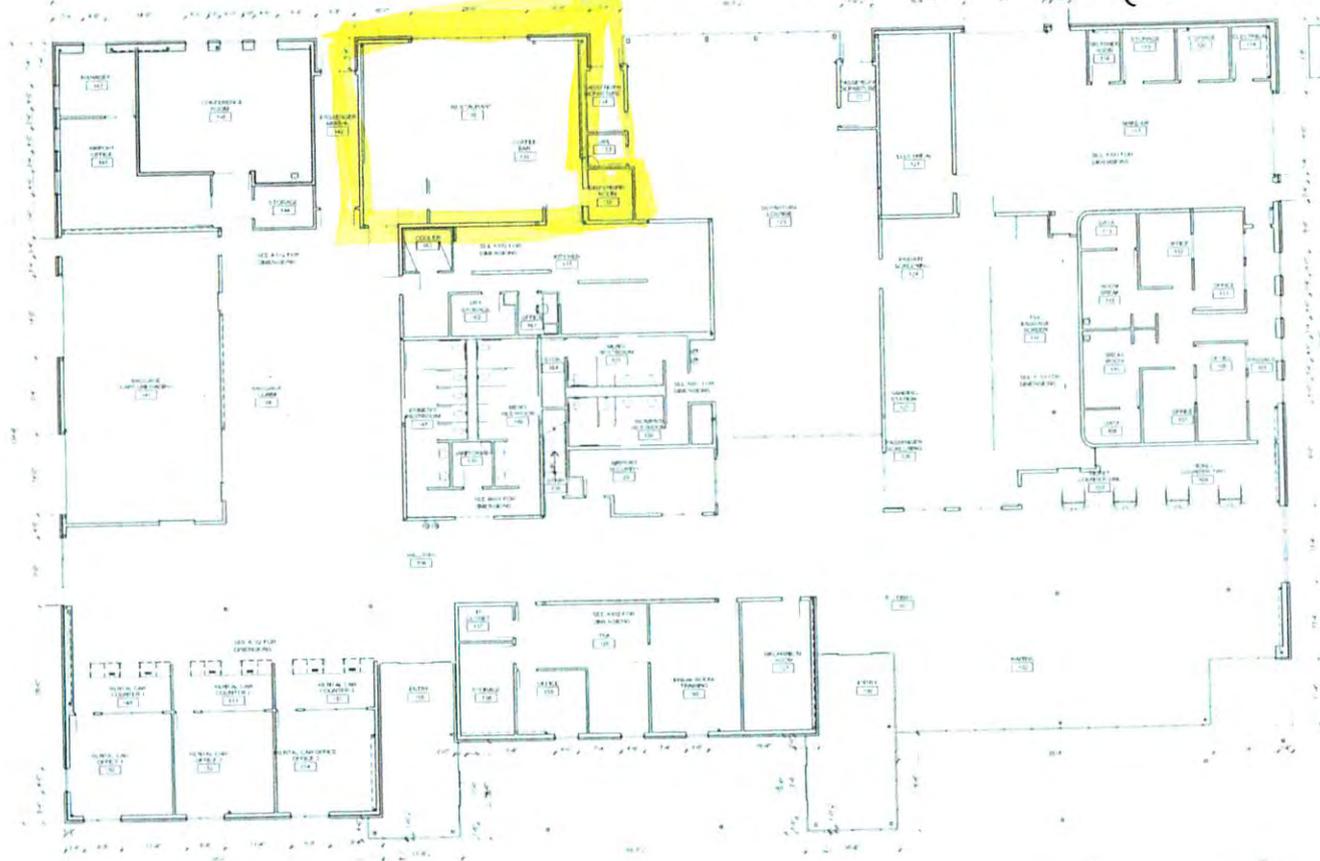
Lessee shall not assign this lease nor sublet all or any part of the Leased Premises without prior written consent of the Lessor, except in the case of an assignment to an affiliate, parent or subsidiary organization of Lessee.

16. Additional Conditions.

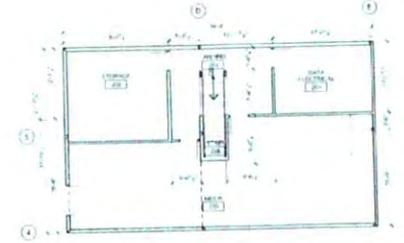
- a. Lessee shall allow Lessor to enter the premises at any reasonable time during and after business hours for the purpose of inspecting, repairing, maintaining, making alterations and additions to any portion of the Leased Premises and for security or emergency purposes.
- b. Lessor shall have the responsibility for maintenance of the structure and fixtures containing the Leased Premises, including the replacement of light bulbs and ceiling tiles.
- c. Lessor shall pay for all utilities charges for the Leased Premises, including gas, water and electricity.
- d. Lessee agrees that in the event of a major accident or incident at the airport, or in the event of emergency disaster training, the Leased Premises may be closed to the public at the discretion of the airport manager for use by emergency personnel or victims. In the event of any such temporary condemnation or 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 Leased Premises are

Ewh. A

Restaurant & Dispensing Room



- PLAN LEGEND**
- 1 - DIMENSION TO FACE OF STUD UP EXTERIOR WALL
 - 2 - DIMENSION TO CENTER OF WALL OR WINDOW
 - 3 - DIMENSION TO CENTERLINE
 - 4 - FACE OF CONCRETE FINISH
 - 5 - FACE OF EXTERIOR FINISH



ORIGINAL DOCUMENTS STAMPED ON 04-15-09 · ORIGINALS ON RECORD AT CTA ARCHITECTS ENGINEERS
 YELLOWSTONE REGIONAL AIRPORT
 NEW TERMINAL
 CODY, WYOMING

CONSTRUCTION DOCUMENTS

PROJECT NO.	04-15-09
ARCHITECT	CTA ARCHITECTS ENGINEERS
DATE	04-15-09
SCALE	AS SHOWN
BY	CTA
CHECKED BY	CTA
DATE	04-15-09
PROJECT NO.	04-15-09



DIMENSION PLAN

SHEET
A100

- closed for the foregoing reasons. Lessor will not compensate Lessee for any equipment failure.
- e. 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.
 - f. 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, Airport Manager

LESSEE:

JEDEDIAH CODY, LLC

By: 

Name: Daniel Benzon

Title: Co-Manager

WDA-17A
04/21E

FOOD LICENSE

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002
RECEIPT NUMBER
FD 037194



Account # 11918/11918-1

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.

JEDEDIAHS CODY, LLC
2101 ROGER SEDAM DR
CODY, WY 82414

Expiration Date: 9/13/2013

Dawn Tomasko

Director of Agriculture

Equal Opportunity in Employment and Services

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

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Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 567

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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 <u>CODY</u></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>6am - 9pm (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)}

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: 8 / 2 / 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.

Previous lease on file

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: \$ 1,142,038
~~1,149,921~~
 Food Sales: \$ 1,109,665 (96.5%) 97
 Liquor Sales: 32,373 ~~40,257~~ (2.8%) 3
 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?
<i>Denise Wiegand</i>				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"/>
<i>Brian Wiegand</i>				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?
<i>Denise Wiegand</i>				<u>1.66</u>	<u>50</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>Brian Wiegand</i>				<u>1.66</u>	<u>50</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"/>

(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, 2013.

THE STATE OF WYOMING }
 COUNTY OF Park } ss.

[Signature]
 Applicant
[Signature]
 Applicant

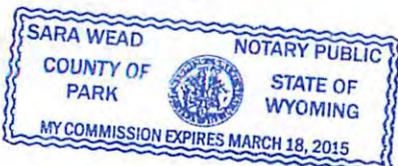
Subscribed and sworn to before me by Denise Wiegand + Brian this 24th day of April, 2013.
a. Wiegand

Witness my hand and official seal.

Sara Wead

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:		

WDA-17A
04/24

WYOMING DEPARTMENT OF AGRICULTURE RECEIPT NUMBER

CHEYENNE, WYOMING 82002

FD 036573

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: 8/3/2013

Janice Farnsworth

Director of Agriculture

Equal Opportunity in Employment and Services

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 7th day of July, 2011, between Michael Thomas and Sarah E. Thomas, husband and wife ("Thomas"), and June Bug, LLC, a Wyoming limited liability company ("June Bug").

WITNESSETH:

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

WHEREAS, June Bug desires to lease THE PREMISES for use as a restaurant, including the sale of alcohol and malt beverages; 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 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 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;

- 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.

3.3 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.

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.

3.5 All payments of rent shall be made by June Bug to Thomas without notice or demand, at such place as Thomas may from time to time designate. The 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 having all other payments of rent made in the manner and at the time herein specified.

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 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 Thomas may accept such check or payment without prejudice to Thomas'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 June Bug is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event

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.

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.

SECTION FOUR: TAXES

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 FIVE: UTILITIES

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 pick-up and the like, with all such services billed directly to June Bug.

5.2 Thomas shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by June Bug. In the event June Bug 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 June Bug's expense, with such installation first being approved by Thomas.

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

located on THE PREMISES, all design and installation shall be supervised and approved by Thomas or Thomas's agents.

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.

SECTION SIX: INSURANCE

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.

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.

6.3 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.

6.4 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.

SECTION SEVEN: RENOVATION ACTIVITIES

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

repairs to THE PREMISES necessitated thereby to be at June Bug's expense. In the event 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 RENOVATION ACTIVITIES.

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.

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.

7.6 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 June Bug's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by June Bug, at June Bug's sole cost and expense, upon first contacting Thomas for approval.

SECTION EIGHT: REPAIRS

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,

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.

performed
by 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

storage of any hazardous material, Thomas may, at its option, terminate this LEASE upon three (3) days notice to June Bug.

9.3 June Bug and June Bug's employees or agents shall refrain from smoking in THE BUILDING on THE PREMISES.

SECTION TEN: INDEMNITY

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 ELEVEN: DEFAULT OR BREACH

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

any loss or damage which may be occasioned thereby. Thomas shall not be required to remove any property, personal or otherwise, whether such property is Thomas's or June Bug's, from THE PREMISES.

11.2 If Thomas, 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 Thomas 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 Thomas in Thomas's sole discretion may deem advisable. Upon such re-letting, all rentals received by Thomas from such re-letting shall be applied:

- 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.

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

remedies Thomas may have, Thomas may recover from June Bug all damages Thomas 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 June Bug to Thomas.

11.3 In addition to any other remedies Thomas may have at law or equity and/or under THIS AGREEMENT, June Bug shall pay upon demand all of Thomas's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by Thomas, 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 June Bug.

11.4 If June Bug shall become bankrupt or file any debtor proceedings, or take 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 the appointment of a receiver or trustee of all or a portion of June Bug's property, or, if June Bug 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 Thomas, be canceled and terminated, and any party claiming on behalf of June Bug 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 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

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.

SECTION THIRTEEN: CONDEMNATION

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.

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.

14.3 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.

SECTION FOURTEEN: SUBORDINATION

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

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

master key, or may forcibly enter THE PREMISES, without rendering Thomas or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

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.

SECTION SEVENTEEN: LESSEE'S RIGHT OF ACCESS

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 EIGHTEEN: PARKING

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 NINETEEN: ASSIGNMENT AND SUBLEASING

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.

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.

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.

SECTION TWENTY-FOUR: RIGHT OF FIRST REFUSAL

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.

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.

24.1.2 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.

24.1.3 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"):

24.1.3.1 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;

24.1.3.2 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

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

then choose a third person who shall serve as mediator. The parties 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.

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.

SECTION TWENTY-SIX: AUTHORITY OF SIGNATORIES

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.

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

Michael Thomas



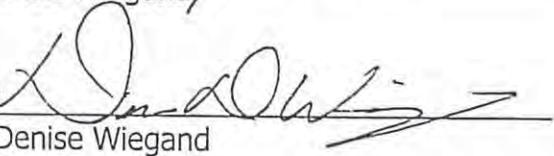
Sarah E. Thomas



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.



Brian Wiegand

7-7-11
Date



Denise Wiegand

7-7-11
Date

MCB/rs
G:\TRANSACTIONAL\Q-Z\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: 5/10/13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 423

For the license term: 8 / 11 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: ANTONIO JURADO

Trade Name (dba): EL VAQUERO

Premise Address: 2425 BIGHORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 176-539 Tower Blvd
Number & Street or P.O. Box
Powell 82435
CODY, WY 82414
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.**

<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 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 (specify months of operation) from <u>Jan.</u> to <u>Dec.</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Monday - Saturday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11:30 am - 8:00 p.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):
7' X 7' ROOM ON EAST 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)
W1/2, E1/2, SE1/4, SW1/4, SEC 28, T53N, R101W, 6TH P.M., PARK COUNTY WYOMING, ZONED 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)

Gross Sales: \$ 75,794.25
 Food Sales: \$ 74,294.59 (%)
 Liquor Sales: \$ 1,500.00 (%)

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?
Antonio Jurado				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 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 checked="" type="checkbox"/>	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.)

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 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 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 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 10 day of May, 2013.

Antonio Jurado
Applicant

THE STATE OF WYOMING
COUNTY OF Park } ss.

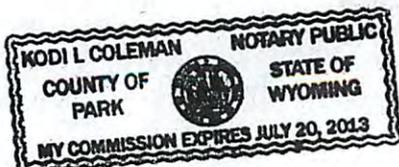
Applicant

Subscribed and sworn to before me by ANTONIO JURADO this 10 day of MAY, 2013.

Witness my hand and official seal.

Kodi L Coleman
Notary Public or Person Authorized to Administer Oath

My Commission expires: 7/20/13



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 030663

1237 FOOD LICENSE



Account # 10188/10188-1

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.

EL VAQUERO
2425 BIG HORN AVE
CODY, WY 82414

Expiration Date: 7/23/2012

A handwritten signature in cursive script, reading "Jason Fearnest".

Director of Agriculture

Equal Opportunity in Employment and Services

LEASE AGREEMENT

June 1st 2012

This is a binding contract between Antonio Jurado the leasee and Lester Santos the leaser.

This lease includes all restaurant equipment and decorations , including signage and name owned by Santos Enterprises LLC. Antonio Jurado, will lease these items including the restaurant space located at 2425 Big Horn Ave From June 1st 2013 to August 1st 2014 for the monthly fee of \$950.00 this does not include utilities. Antonio Jurado will be responsible for the Energy West monthly bill for his portion of the building (on a separate meter) and half of the City of Cody monthly bill (which is shared by Santos Furniture)

Santos Enterprise LLC will keep the restaurant equipment running in good order. Antonio Jurado will take care of this equipment, keeping filters clean, etc. as to avoid abuse.

It is understood that Jurado's will have a liquor license on the premises for the full term of the lease.

Date signed; June 1st 2013

Lester Santos



Antonio Jurado



-----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 / 3 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 529

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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 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: \$ 776,605.00
 Food Sales: \$ 762,184.80 (98%)
 Liquor Sales: 14,421.20 (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?
Xiren Zhang					50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Yi Lu					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 3rd day of May, 2013.

Xiren Zhang
Applicant

THE STATE OF WYOMING
COUNTY OF Park } SS.

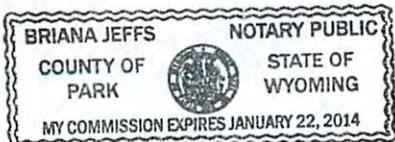
[Signature]
Applicant

Subscribed and sworn to before me by Xiren Zhang & Yi Lu this 3rd day of May, 2013.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 1/22/2014



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 034662

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: 6/17/2013

A handwritten signature in cursive script, appearing to read "Jason Farnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

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:
W.S.12-4-408(b) 2/14
Gross Sales: \$ 476538.25 ^{443180.57}
Food Sales: \$ 42635.16 (9%)
Liquor Sales: \$ 32074.69 (7%) ^{33557.68}
 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?
Yuji Miura				7 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 6 day of May, 2013.

THE STATE OF WYOMING
COUNTY OF Park } ss.

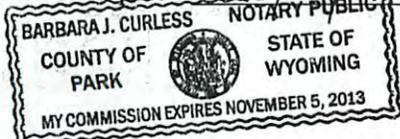
[Signature] Applicant
[Signature] Applicant

Subscribed and sworn to before me by Yuji Miura; Ikuko Miura this 6th day of May, 2013.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11/5/13



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 036641

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: 8/30/2013

Director of Agriculture

Equal Opportunity in Employment and Services

1

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

Issued To: SHIKI JAPANESE RESTAURANT
MIURA INC
1420 SHERIDAN AVE
CODY WY 824140000

Certificate Print Date: 8/31/2006



Excise Tax Division
Taxpayer Services Section

Display Conspicuously at the Place of Business for Which Issued

-----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 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 411

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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: 7700 E POLO DRIVE
Number & Street or P.O. Box

WICHITA, KS 67206
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="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)</p> <p><u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>Mon - Thur 11a - 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: \$ 811,443
Food Sales: \$ 799,065 (98%)
Liquor Sales: \$ 12,378 (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 W. McCoy</i>				<i>34</i>	<i>90.91</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>J Leon Smith</i>				<i>28</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>15</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 22ND day of April, 2013.

Hal W. McCoy
Hal W. McCoy Applicant President

THE STATE OF WYOMING KANSAS
COUNTY OF SEDBWICK } SS.

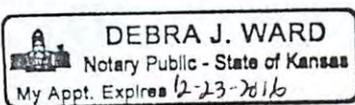
Terry Freund
Terry Freund Applicant Vice President/Secretary

Subscribed and sworn to before me by Hal W. McCoy + Terry Freund this 22ND day of April, 2013.

Witness my hand and official seal.

Debra J. Ward
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:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 034059

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: 6/30/2013

A handwritten signature in cursive script, appearing to read "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 / 30 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 399-1

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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) 587-5323

Fax Number: (307) 587-9029

E-Mail Address: bgarlow@bwsunset.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>ALL SEVEN DAYS</u></p> <p>HOURS OF OPERATION (e.g. 10a -2a) <u>7:00 Am 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: \$ 1,673
Food Sales: \$ 1,612 (96%)
Liquor Sales: \$ 61 (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 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				26	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Joy M. Garlow				1		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Lindsay J. Garlow				8		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 29th day of April, 2013.

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Applicant

Applicant

Subscribed and sworn to before me by William C. Garlow this 29th day of April, 2013

Witness my hand and official seal. Tacie Merrill
Notary Public or Person Authorized to Administer Oath

My Commission expires: October 1, 2014



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

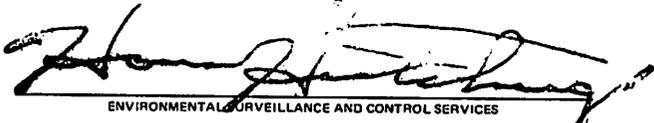
Food Service Permit PROPERTY OF THE STATE OF WYOMING - NON-TRANSFERABLE

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 / 3 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 394

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: ZAPATAS INC

Trade Name (dba): ZAPATAS

Premise Address: 1364 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2908
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7181

Fax Number: _____

E-Mail Address: cmowatt2@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.

<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>11:00 AM - 9:00 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):

9' X 11' ROOM IN SW PROTION 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 5 7 6, BOLCK 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: 1/30/15 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: \$ 625,527.82
 Food Sales: \$ 525,899.36 (85%)
 Liquor Sales: \$ 99,628.46 (15%)

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?
CONNIE Mowatt Miles Hollowell				20	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				19		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 3 day of May, 2013.

THE STATE OF WYOMING

COUNTY OF PARK

SS.

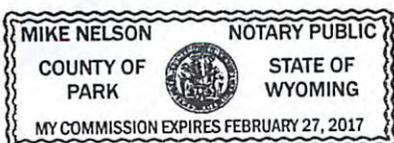
CONNIE MOWATT / MILES R. HOLLOWELL
 Applicant

Subscribed and sworn to before me by CONNIE MOWATT this 3rd day of May, 2013.

Witness my hand and official seal.

[Signature]
 Notary Public or Person Authorized to Administer Oath

My Commission expires: 2/27/17 1/17/16



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

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 Feamster

Director of Agriculture

Equal Opportunity in Employment and Services

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, 2010.

2. RENT - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:

\$1400.00 per month from May 1, 2010 to April 30, 2012

\$1500.00 per month from May 1, 2012 to April 30, 2015

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 10 day of May, 2010.

LESSOR:
Robert Newsome

Robert S. Newsome
Sandra Newsome

Sandra Newsome

LESSEE
Connie Mowatt

Connie Mowatt

FOURTH LEASE AGREEMENT

THIS FOURTH LEASE AGREEMENT is made and entered into effective as of the 1st day of May, 2013, between Simpson Holdings, LLC, 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 Fourth Lease Agreement supercedes in all respects and vacates all prior Lease Agreements. ZAPATA'S leases THE PREMISES for a term commencing on May 1, 2013, at 12:00 a.m. and terminating at 11:59 p.m. on October 31, 2014, at the rental amount of \$300.00 per month ($\$300 \times 18 \text{ months} = \$5,400.00$) less a credit of \$900.00 from the Third Leased Agreement, for a total rental due of Four Thousand Three Hundred (\$4,300.00) to be paid upon ZAPATA'S signing of this Lease Agreement.

2.2 Upon expiration of THIS 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 responsible for all real property taxes. ZAPATA'S shall be responsible for the total of all personal property taxes levied against the deck and its personal property.

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.

4.3 ZAPATA'S will be solely responsible for the costs of any city water used from the spigot on the building owned by Simpson Holdings, LLC, adjacent to 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: CONTINGENCIES

In the event that, prior to payment of the rental amount set forth herein, ZAPATA'S determines that it will not be allowed by any government authority to operate the seating area deck and service space on the PREMISES, then ZAPATA'S may, at ZAPATA'S sole option, declare this lease null and void, or proceed with the lease as set forth herein.

SECTION NINE: MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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.

9.3 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.

9.4 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 24 day of April, 2013.

SIMPSON HOLDINGS, LLC

ZAPATA'S, INC.

By: Alan K. Simpson - manager

By: Cornie Powell

Alan K. Simpson
(Print name and title)

Cornie Powell, President
(Print name and title)

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: Lapatai Inc.

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 / 1 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 401

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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:

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 <u>CODY</u></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) <u>Sunday - Saturday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>8am - 12am</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):

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

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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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				3	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Linda Schnell				3	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Juli Hinze				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"/>

(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, 2013.

THE STATE OF WYOMING }
COUNTY OF PARK } ss.

Michael S. Schnell Applicant
Michael S. Schnell Applicant

Subscribed and sworn to before me by MICHAEL S. SCHNELL this 30th day of APRIL, 2013.

Witness my hand and official seal.

Lynn M Paulsen
Notary Public or Person Authorized to Administer Oath

My Commission expires: 4/3/17



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: 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 / 22 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 398

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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</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 _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>MONDAY - SUNDAY</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10 AM - 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.) 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 / 31 / 17, located on page 1, paragraph 1 of lease document. (2 LEASES)
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 2 of lease document. (2 LEASES)

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)

<input type="checkbox"/> YES	<input type="checkbox"/> 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> 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?
FRANK W. KRAUT				6	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 19th day of APRIL, 2013.

THE STATE OF WYOMING }
COUNTY OF PARK } SS.

Applicant
[Signature]
Applicant

Subscribed and sworn to before me by FRANK W. KRAUT this 19th day of APRIL, 2013.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/13/14



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

LEASE APRIL 1, 2011
THRU
MARCH 31, 2014

A140-10
R140-04

COMMERCIAL LEASE

This lease is made between **CODY PAINT & BODY, INC.** (P),
of **2422 MOUNTAIN VIEW DR. COOY, WY. 82414**,
herein called Lessor, and **BREWERY'S LOUNGE, LLC.**,
of **2357 MOUNTAIN VIEW DR. COOY WY. 82414**,
herein called Lessee.
Lessee hereby offers to lease from Lessor the premises situated in the City of **COOY**,
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 **3 (THREE)** years, commencing **APRIL 1, 2011** (year), and terminating on **MARCH 31, 2014** (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 **SALE OF ALCOHOL / PACKAGE 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:
_____, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.
- 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.



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 1st day of APRIL, 20 (year).

By: [Signature] Lessor By: [Signature] Lessee
CODY PRINTE & BODY FRANK W. KRAUT FOR BREWGAARD'S LOUNGE, LLC. (T)

LEASE APRIL 1, 2014
THRU
MARCH 31, 2017

A140-10
R140-04

COMMERCIAL LEASE

This lease is made between **COPY PAINTS & 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:

which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

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.



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.

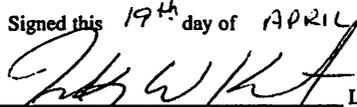
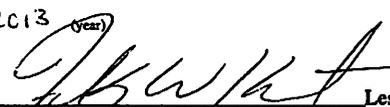
22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during 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:  Lessor By:  Lessee
COAN PAINT & BODY FRANK W KRAUT FOR
BREWARDS 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: BREW GARDS 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: 5 / 6 / 13

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 368

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: BUFFALO BILL MEMORIAL ASSOCIATION

Trade Name (dba): BUFFALO BILL HISTORICAL CENTER

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@bbhc.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 <u>CODY</u></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 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 _____ 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>10a - 5pm / Varied</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):

22' X 9' ROOM IN PHOTO GALLERY OF DRAPER MUSEUM

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

c) If yes, provide description and location:

10' X 13' ROOM EAST OF THE EXPRESSO BAR

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)

ALL OF LOT 82C LESS S60', NE1/4 SE1/4 OF SEC 31, T53N, R1010W, 6TH P.M., ORIGINAL SURVEY

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: \$ 687,516
Food Sales: \$ 660,047 (96%)
Liquor Sales: \$ 27,469 (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 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?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		Attachment A				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	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 6th day of May, 2013.

[Signature], Director
Applicant

THE STATE OF WYOMING
COUNTY OF Park } SS.

Bruce B Eldredge, Exec. Dir.
Applicant

Subscribed and sworn to before me by Bruce G. Savers and Bruce B. Eldredge and this 6th day of May, 2013.

Witness my hand and official seal.

Diana M Jensen
Notary Public or Person Authorized to Administer Oath

My Commission expires: October 15, 2013



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

	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. on Board
Barron G. Collier, II Collier Group [REDACTED]	No	No	[REDACTED]	26
Mary Gooch Armour [REDACTED]	No	No	[REDACTED]	4
Gordon H. Barrows Barrows Company, Inc. [REDACTED]	No	No	[REDACTED]	13
Daniele D. Bodini American Continental Properties Group [REDACTED]	No	No	[REDACTED]	7
Wiley T. Buchanan, III Chetwood Investments, Inc. [REDACTED]	No	No	[REDACTED]	17
John R. Caldwell [REDACTED]	No	No	[REDACTED]	4
Paul V. Cali [REDACTED]	No	No	[REDACTED]	4
D.H. Carroll [REDACTED]	No	No	[REDACTED]	2
Vice President Richard B. Cheney American Enterprise Institute [REDACTED]	No	No	[REDACTED]	12
Henry H.R. Coe, Jr. [REDACTED]	No	No	[REDACTED]	33

	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. on Board
Edward P. Connors [REDACTED]	No	No	[REDACTED]	5
Steven R. Cranfill [REDACTED]	No	No	[REDACTED]	11
Mary Anne Dingus [REDACTED]	No	No	[REDACTED]	2
Joan C. Donner [REDACTED]	No	No	[REDACTED]	11
Forrest Fenn [REDACTED]	No	No	[REDACTED]	11
Mary Flitner [REDACTED]	No	No	[REDACTED]	5
Charles C. Francis [REDACTED]	No	No	[REDACTED]	5
William C. Garlow [REDACTED]	No	No	[REDACTED]	29
Ernest J. Goppert, Jr. [REDACTED]	No	No	[REDACTED]	40

	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	Years on Board
Thomas P. Grainger [REDACTED]	No	No	[REDACTED]	3
C. Harris Haston [REDACTED]	No	No	[REDACTED]	3
Deborah Goppert Hofstedt [REDACTED]	No	No	[REDACTED]	4
Ray L. Hunt [REDACTED]	No	No	[REDACTED]	35
Wallace H. Johnson [REDACTED]	No	No	[REDACTED]	5
William L. King [REDACTED]	No	No	[REDACTED]	5
David M. Leuschen [REDACTED]	No	No	[REDACTED]	16
Patrick R. McDonald [REDACTED]	No	No	[REDACTED]	5
Willis McDonald, IV [REDACTED]	No	No	[REDACTED]	20
Henry P. McIntosh, IV [REDACTED]	No	No	[REDACTED]	1

	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	Years on Board
James E. Nielson Nielson & Associates, Inc. [REDACTED]	No	No	[REDACTED]	40
Nancy D. Petry [REDACTED]	No	No	[REDACTED]	20
Harold C. Ramser, Jr. [REDACTED]	No	No	[REDACTED]	4
William B. Ruger, Jr. [REDACTED]	No	No	[REDACTED]	11
Margaret W. Scarlett [REDACTED]	No	No	[REDACTED]	10
William N. Shiebler [REDACTED]	No	No	[REDACTED]	3
Alan K. Simpson [REDACTED]	No	No	[REDACTED]	45
Colin M. Simpson [REDACTED]	No	No	[REDACTED]	9
H. Leighton Steward [REDACTED]	No	No	[REDACTED]	9

	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	Years on Board
John C. Sullivan [REDACTED]	No	No	[REDACTED]	33
Michael J. Sullivan [REDACTED]	No	No	[REDACTED]	16
James G. Taggart [REDACTED]	No	No	[REDACTED]	19
Naoma J. Tate [REDACTED]	No	No	[REDACTED]	9
Harold E. Wackman [REDACTED]	No	No	[REDACTED]	2
A. Richard Walje [REDACTED]	No	No	[REDACTED]	1
Margo Grant Walsh [REDACTED]	No	No	[REDACTED]	20
Samuel B. Webb, Jr. [REDACTED]	No	No	[REDACTED]	5
Bruce B. Eldredge Executive Director and Chief Executive Officer Buffalo Bill Historical Center 720 Sheridan Avenue Cody, WY 82414 [REDACTED]	No	No	[REDACTED]	5.5
[REDACTED]				

NO STOCK OWNED

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: \$3,068,659
Food Sales: \$2,377,130 (77%)
Liquor Sales: \$691,529 (23%)

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				22	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
MICHAELS. DARBY				22	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JOHN SCOTT DARBY				22	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 30 day of April, 13.

THE STATE OF WYOMING }
COUNTY OF Park } SS.

John C. Darby
Applicant Vice President CIH, Inc.
John C. Darby
Applicant President CIH, Inc.

Subscribed and sworn to before me by John Scott Darby & John C. Darby this 30th day of April, 2013.

Witness my hand and official seal. Kim M. Kujala
Notary Public or Person Authorized to Administer Oath

My Commission expires: 2-3-2017



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: CIH, INC. dba Irma 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 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 400

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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.**

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)

Mon - Sun
11:00 am - 2:00 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. (W.S.12-4-102(a)(i):

60' X 120' ROOM ON E SIDE OF BLDG

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

c) If yes, provide description and location:

35' X 35' ROOM IN NW 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)

PARTS OF LOTS 69 & 70, T52N, 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)

Gross Sales: \$ 1,094,329.42
 Food Sales: \$ 742,484.51 (%)
 Liquor Sales: \$ 110,233.00 (%)

66.2%
10.07%

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?
Steven R. Singer				19	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 29 day of April, 2013.

THE STATE OF WYOMING

COUNTY OF Park

} SS.

Steve

Applicant

Applicant

Subscribed and sworn to before me by Steven R. Singer this 30th day of April, 2013.

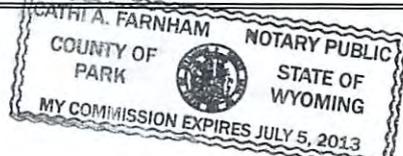
Witness my hand and official seal.

My Commission expires: November 30, 2013

Notary Public or Person Authorized to Administer Oath



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: Cassie's Supper 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:

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 / 01 / 2017, located on page 1, paragraph 8 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 10 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)

<input type="checkbox"/> YES	<input checked="" type="checkbox"/> 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> 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>Kay Chandler</u>				<u>2</u>	<u>50</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<u>Paul Martin</u>				<u>2</u>	<u>50</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"/>

(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 29th day of April, 2013.

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

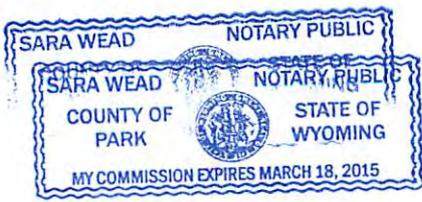
_____ Applicant

 _____ Applicant

Subscribed and sworn to before me by Kay Chandler this 29th day of April, 2013.

Witness my hand and official seal. _____
 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

THIS AGREEMENT made and entered into on this 25th day of January, 2012, by and between Marquette, LLC, hereinafter called "LESSOR," and Cooter Brown's, LLC, hereinafter 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 a portion of the following described real estate:

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 crosshatch area on Exhibit A, which is attached hereto and incorporated herein by this reference.

LESSEE hereby acknowledges that the remainder of the real estate is leased to Whole Foods Trading Co., Inc. pursuant to a separate Lease Agreement and acknowledges that Whole Foods Trading Co., Inc. has an option to purchase the real estate.

The above-described 398 square foot area of the real estate is hereinafter called "the LEASED PROPERTY" and LESSEE does hereby rent the same from LESSOR upon the following terms and conditions:

1. **TERM:** The term hereof shall commence on March 1, 2012, and continue for a period of five years thereafter, terminating March 1, 2017.

2. **RENT:** As rent for the LEASED PROPERTY, LESSEE covenants and agrees to pay to LESSOR \$2,000 per month. Rent shall be payable in advance on or before the 1st day of each calendar month commencing March 1st, 2012. Rent shall be paid to LESSOR at 302 16th Street, Cody, Wyoming, or its authorized agent or at such other places as may be designated by LESSOR 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 PROPERTY:** LESSEE covenants and agrees that LESSEE will use the LEASED PROPERTY for the sale of alcoholic beverages, and for no other purpose without the prior written consent of LESSOR. LESSEE will make no unlawful use of the LEASED PROPERTY 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 for the ordinances of the

City of Cody or the laws of the State of Wyoming and shall otherwise in its occupancy of the LEASED PROPERTY comply in all respects with the governing statutes and ordinances.

4. **LIABILITY INSURANCE FOR LEASED PROPERTY:** From and after March 1, 2012, LESSOR covenants and agrees to secure and maintain during the term hereof, 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 \$1,000,000.00 for bodily injury or death sustained by any one person and \$1,000,000.00 for each occurrence, and property damage limits of \$1,000,000.00 combined single limit, which shall name both LESSOR and LESSEE as insureds.

5. **CASUALTY INSURANCE:** LESSEE shall provide any and all casualty insurance covering the contents of the LEASED PROPERTY, which it may require.

LESSOR shall secure and maintain fire and extended coverage insurance covering the LEASED PROPERTY, in an amount equal to 100% of the full replacement costs of the LEASED PROPERTY.

6. **TAXES:** LESSOR shall pay all real property taxes assessed against the LEASED PROPERTY. LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

7. **UTILITIES:** Whole Foods Trading Co., Inc. shall pay for all utilities used or consumed on the LEASED PROPERTY.

8. **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 LESSOR.

LESSEE shall maintain the LEASED PROPERTY 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 his/her negligence and that of his/her tenants.

Unless otherwise set forth herein, LESSOR shall in no way be responsible for any expenses or costs associated in any manner with the LEASED PROPERTY incurred while this Lease Agreement is valid and binding and/or LESSEE is in possession and control of the LEASED PROPERTY.

9. **DESTRUCTION OF BUILDING:** If the LEASED PROPERTY is totally destroyed (or so substantially damaged as to be untenantable) by storms, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between LESSOR and LESSEE on that date.

If the LEASED PROPERTY is damaged but not rendered wholly untenantable and the damage can be fully repaired in ninety 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 the LESSOR fail or refuse to fully repair the building within said ninety days, LESSEE may terminate this Lease.

10. **POSSESSION:** If LESSOR is unable to deliver possession of the LEASED PROPERTY at the commencement hereof, LESSEE shall not be liable for any rent until possession is delivered. LESSEE may terminate this Lease Agreement if possession is not delivered within 10 days of commencement of the term hereof.

11. **ASSIGNMENT AND SUBLETTING:** LESSEE may not assign this Lease Agreement or sublet any portion of the LEASED PROPERTY, without the prior written consent of LESSOR.

12. **ENTRY AND INSPECTION:** LESSEE shall permit LESSOR or LESSOR'S agents to enter the LEASED PROPERTY at reasonable times and upon reasonable notice for the purpose of inspecting the LEASED PROPERTY or for making necessary repairs.

13. **REMOVAL OF FIXTURES:** With LESSOR'S approval, LESSEE may remove, prior to the expiration of this Lease Agreement, all fixtures and equipment which it has placed on the LEASED PROPERTY during the term of the Lease, provided, LESSEE shall repair all damages caused by such removal.

14. **TERMINATION:** If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease Agreement, including the payment of the monthly rental when and as due, and fails to remedy such default within five (5) days after written notice thereof of LESSOR, or if LESSEE is adjudicated bankrupt or makes an assignment for the benefit of creditors, or if a receiver shall be appointed for LESSEE or its interest hereunder, then and in any such event, LESSOR shall have the right at any time thereafter to terminate this Lease Agreement without further notice or demand and LESSOR shall thereafter be entitled to sole and immediate possession and control of all the LEASED PROPERTY and all rents, late charges and interest on delinquent rent. 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, late charges and interest on delinquent rent.

If LESSEE abandons or vacates the property while in default of payment of rent, LESSOR may consider any property left on premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the LESSOR reasonably believes that such abandoned property has no value, it may be discarded.

In the event of termination of this Lease Agreement for any reason, including the expiration of the original five year term, LESSOR shall retain all payments made by LESSEE under this Lease Agreement. It is acknowledged by all parties to this Lease Agreement that LESSEE is not entitled to a refund or repayment of any funds paid to LESSOR by LESSEE for any reason.

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

16. **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.

17. **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:

Marquette, LLC
302 16th Street
Cody, Wyoming 82414

and addressed to LESSEE as follows:

Cooter Brown's, LLC
1134 13th Street
Cody, Wyoming 82414

Notice by mail shall be considered delivered 24 hours following the 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.

18. **CLAIMS OF THIRD PARTIES:** LESSEE shall indemnify LESSOR and hold LESSOR harmless from and against any and all claims of third parties arising from the conduct of LESSEE upon the LEASED PROPERTY or otherwise arising by reason of any alleged negligence of LESSEE or LESSEE's agents or employees. Any damage to the LEASED PROPERTY resulting from the negligence of LESSEE or of LESSEE's agents or employees shall be the liability of LESSEE to LESSOR, or shall be repaired by LESSEE.

19. **MERGER OF NEGOTIATIONS:** All negotiations between the parties are merged into this Lease Agreement and there are no undertakings or agreements other than the separate Agreement between LESSOR and Whole Foods Trading Co., Inc. This Lease Agreement supersedes any prior Lease Agreement LESSEE entered into with regard to the LEASED PROPERTY. This Lease Agreement may not be modified, except by an instrument in writing duly executed by the parties. LESSOR has made no warranties, express or implied, as to the LEASED PROPERTY, including any improvements thereon, and LESSEE accepts the LEASED PROPERTY "as is."

20. **HOLDING OVER:** LESSEE shall not hold over after expiration of the five year term of this Lease Agreement without the prior written consent of the LESSOR according to terms agreed to by LESSOR. Unless otherwise specified, any hold over shall be constructed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

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

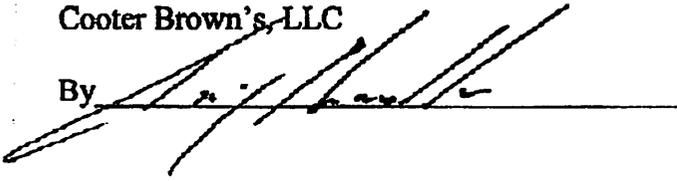
LESSEE

LESSOR

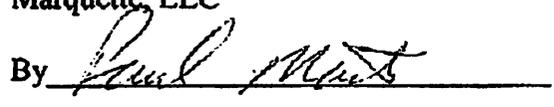
Cooter Brown's, LLC

Marquette, LLC

By

A handwritten signature in black ink, appearing to be "Cooter Brown's", written over a horizontal line.

By

A handwritten signature in black ink, appearing to be "Paul M...", written over a horizontal line.

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?
EVERETT G. DIEHL				8	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
SUSAN DIEHL				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 30 day of April, 2013.

THE STATE OF WYOMING
COUNTY OF Park } ss.

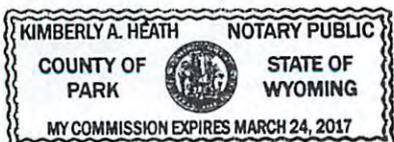
[Signature]
Applicant
[Signature]
Applicant

Subscribed and sworn to before me by Everett G + Susan Diehl this 30 day of April, 2013.

Witness my hand and official seal.

[Signature]
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: _____

A handwritten signature in black ink, appearing to be "L. D. Smith", written over a horizontal line.

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: \$ _____
 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? 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?
Gail M Nace				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
John A Nace				YES <input 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 <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?
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"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	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, 2013.

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

 Applicant

 Applicant

Subscribed and sworn to before me by Gail M. Nace this 30th day of April, 2013.

Witness my hand and official seal. Barbara J. Curless
 Notary Public or Person Authorized to Administer Oath

My Commission expires: 11/05/2013



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

EXTENSION TO LEASE AGREEMENT

Lease extension agreement between SILVER DOLLAR BAR, LLC, a Wyoming Limited Liability Company ("LESSOR") and ECHO ELELSEE, LLC, a Wyoming Limited Liability Company ("LESSEE").

1. This agreement is to extend the original lease agreement dated December 23, 2003. The extension shall terminate December 23, 2013. *2014 JED*
2. Commencing December 23, 2006 the rent payment shall be Thirty six hundred fifty Dollars (\$ 3,650.00) Lease shall terminate for non payment thirty days after due date.
3. Lessee and lessor shall continue to have first right of refusals respectively.
4. This executed lease agreement extension shall enforce any and all provisions of original agreements dated December 23, 2003.
5. The property tax for 2008 is partially in in arrears in the amount of \$594.13. Property taxes for 2009 (\$4,599.06) and 2010 (\$4,392.20) and 2011 (\$4,440.38) are also in arrears. Lease shall become null and void unless current within six months.

LESSOR:

SILVER DOLLAR BAR LLC

By: *John C. Darby*

Date: *4/25/13*

LESSEE:

ECHO ELELSEE LLC

By: *John M. Nace*

Date: *4-24-13*

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 / 29 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 817

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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.

<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><i>* LLC is owned by a Corporation.</i></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 checked="" type="checkbox"/> off-premise only <input 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-Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>8am - 10pm Mon-Fri</u> <u>8am - 11pm Sat + Sun</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: N/A

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):

30' X 30' ROOM ON EAST 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)

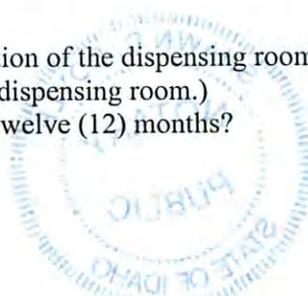
LOT 70, K GRANDVIEW ESTATES

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.) YES NO

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

Potential Rebuild



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 / 01 / 2022, located on page 2, paragraph 7 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:** N/A

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:** N/A

- 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. N/A

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>Brad H. Hall</u>				10	} 84%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<u>Andrea Hall</u>				10		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<u>Logan Hall</u>				1	4	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<u>Cole Hall</u>				1	4	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

Directors

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

VERIFICATION OF APPLICATION

See Attachment

(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, 2013.

[Signature]

Applicant

THE STATE OF IDAHO
COUNTY OF BONNEVILLE } SS.

[Signature]
Applicant

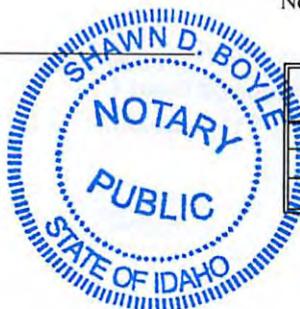
Subscribed and sworn to before me by Logan Hall & Cole Hall this 22 day of April, 2013.

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:		

YES
NO

YES
NO

YES
NO

(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?
Jerrad Thompson				1	0%	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"/>

Director

(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:		

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, leasehold 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

of dirt, paper and trash. Landlord shall have the absolute right, but not be obligated, to cause Tenant to clean up and remove garbage and other similar items from the Premises. Any costs associated with Landlord's action in curing such maintenance shall be at Tenant's sole cost. Tenant shall, at Tenant's own expense, keep all car wash's in operational and in good working order.

7. ADDITIONS AND ALTERATIONS

7.1 Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises (including, but not limited to, any improvements, alterations, additions or changes that Tenant is required to make pursuant to a term of this Lease) (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord. The construction of the initial improvements to the Premises, if any, shall be governed by the terms of Section 1.2 above and not the terms of this Article 7.

7.2 Manner of Construction. Tenant shall have obtained Landlord's approval of all plans, specifications, drawings, contractors and subcontractors prior to the commencement of Tenant's construction of the Alterations; provided, however, a contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable laws and pursuant to a valid building permit, issued by the appropriate governmental authorities, in conformance with Landlord's construction rules and regulations and in a diligent, good and workmanlike manner. If such Alterations trigger a legal requirement upon Landlord to make any Alterations or improvements to the Premises, Tenant shall, as Additional Rent, shall be responsible for the cost thereof. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion (or equivalent) to be posted (if applicable) and recorded in the office of the Recorder of the County in which the Premises is located in accordance with all applicable state statutes, and Tenant shall deliver to the Landlord, a reproducible copy of the "as built" drawings of the Alterations.

7.3 Landlord's Property. All Alterations and fixtures which may be made, installed or placed in or about the Premises from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord; however, Landlord may, by written notice to Tenant prior to the end of the Lease Term, or given upon any earlier termination of this Lease, require Tenant at Tenant's expense to remove any such Alterations or fixtures and repair any damage to the Premises caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Tenant Improvements or fixtures, Landlord may do so and may charge the cost thereof to Tenant. This Section 7.3 shall survive the expiration or earlier termination of this Lease.

7.4 Landlord's Liability for Alterations. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable laws or will be adequate for Tenant's

use. Tenant acknowledges that Landlord is not an architect or engineer, and that the Alterations will be designed and/or constructed using independent architects, engineers, and contractors. Accordingly, Landlord does not guarantee or warrant that the applicable construction documents will comply with laws or be free from errors or omissions, or that the Alterations will be free from defects, and Landlord will have no liability therefore.

8. COVENANT AGAINST LIENS

Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against all or any portion of the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises (including, but not limited to, for any Alterations that were required by this Lease and/or approved by Landlord pursuant to Section 7.1), and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within ten (10) days after the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

9. INDEMNITY AND INSURANCE

9.1 Indemnification and Waiver. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and Landlord's partners, officers, directors, employees, agents, successors and assigns (collectively, "Landlord Indemnified Parties") harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including reasonable attorneys' fees and court costs (collectively, "Indemnified Claims"), arising or resulting from (a) any negligent or willful act or omission of Tenant or any of Tenant's agents, employees, contractors, subtenants, assignees, invitees or licensees in or about the Premises (collectively, "Tenant Parties"); (b) any occurrence within the Premises unless solely caused by the gross negligence or willful misconduct of Landlord; and/or (c) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises, from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. The provisions of this Section 9.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

9.2 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.

9.2.1 Commercial general liability (CGL) and, if necessary, commercial umbrella insurance, on an occurrence basis, with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract and the performance by Tenant of the indemnity agreements set forth in this Lease. Landlord shall be included as an insured under the CGL policy, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of

the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

9.2.2 Commercial property insurance covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, and (ii) the Tenant Improvements and Alterations. Such insurance shall cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall include coverage for vandalism and malicious mischief, terrorism coverage for both certified and non-certified acts of terrorism, water damage, sprinkler leakage coverage, boiler and machinery (systems breakdown) and earthquake sprinkler leakage coverage. The amount insured shall equal the full replacement cost value new without deduction for depreciation of the covered items. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors or agents. Landlord and Tenant hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the Premises, tenant improvements (including Tenant Improvements) and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance required above. If the commercial property insurance purchased by Tenant as required above does not allow the insured to waive rights of recovery against others prior to loss, Tenant shall cause them to be endorsed with a waiver of subrogation as required above.

9.2.3 Business income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils. In no event shall Landlord be liable for any business interruption or consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its agents, employees, directors' officers or contractors.

9.2.4 Worker's compensation insurance providing statutory benefits to Tenant's employees, employer's liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Tenant waives all rights against Landlord and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability obtained by Tenant. Tenant shall obtain an endorsement to effect this waiver.

9.2.5 Tenant shall be required to maintain and participate in available insurance coverage or limitation of liability by any applicable state or federal law or program dealing with or insurance protecting against damages from accidental discharges of petroleum from underground or above ground storage tanks and all connected piping and pumping systems. Tenant shall be required to maintain and keep current all Underground Storage Tank Fees (UST Fees) and any available state or federal annual fees associated with keeping and insuring underground or above ground storage tanks.

9.3 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease and Landlord makes no representation or guaranty that the insurance required under this Lease shall be sufficient or adequate to protect Tenant. All insurance shall (i) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Premises resides; and (ii) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and the other additional insureds thereunder designated by Landlord. In addition, the insurance described in Section 9.2.1 above shall (a) name Landlord, any mortgage holder and any other party specified by Landlord, as an additional insured; (b) specifically cover the liability assumed by Tenant under this Lease including, but not limited to, Tenant's obligations under Section 9.1 of this Lease; (c) be primary insurance as to all claims thereunder and provide that any insurance required by Landlord is excess and is non-contributing with any insurance requirement of Tenant; and (d) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord. The insurance described in Section 9.2.2 shall name Landlord and any other party specified by Landlord as loss-payee as to all items referred to in clause (ii) of Section 9.2.2 and the insurance described in Sections 9.2.3, 9.2.4 and 9.2.5 shall have deductibles reasonably acceptable to Landlord. Tenant shall deliver all policies or certificates thereof to Landlord on or before Landlord's delivery of the Premises to Tenant or the Lease Commencement Date, whichever first occurs, and at least thirty (30) days before the expiration dates thereof. All certificates shall provide that such insurance will not be cancelled (or materially changed) without at least thirty (30) days' prior written notice (ten (10) days for nonpayment of premiums) to Landlord. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may deny Tenant the right to occupy the Premises until such time as Tenant makes such deliveries (which denial shall have no effect upon the Lease Commencement Date) and/or procure such policies for the account of Tenant, and at the cost of Tenant.

9.4 Tenant's Compliance with Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies, then such increase shall be at Tenant's sole cost.

9.5 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage, worker's compensation insurance and loss of income and extra expense insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insurable under the property damage or loss of income and extra expense insurance required to be maintained hereunder (this waiver extends to deductibles under such insurance).

10. DAMAGE AND DESTRUCTION

10.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises is damaged by fire or other casualty, Tenant, at its own cost and expense, shall promptly and diligently, subject to reasonable delays for

insurance adjustment or other matters beyond Tenant's reasonable control, and subject to all other terms of this Article 10, restore the Premises to substantially the same condition as existed prior to the casualty, except for modifications required by law, the holder of a mortgage on all or any portion of the Premises the lessor of a ground or underlying lease, or any other modifications to the Premises deemed desirable by Landlord. All insurance funds payable to Landlord and Tenant will be used by Tenant for the rebuilding, restoration and repair of the Premises. Tenant appoints Landlord as its agent to collect all insurance proceeds and to arrange for and supervise the restoration of the Premises as quickly as possible. Tenant shall use insurance proceeds to first restore the Premises and if funds remain, shall use the additional funds to restore the Tenant improvements. Rents shall not abate during the repair period. It is Tenant's responsibility to obtain adequate business interruption insurance to protect itself from the risk of paying rent while the Premises may not be useable. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from damage resulting from fire or other casualty or Landlord's repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises

10.2 Landlord's Option to Repair. Notwithstanding the terms of Section 10.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date Landlord learns of the necessity for repairs as the result of damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Premises shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date Landlord learns of the necessity for repairs as the result of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on all or any portion of the Premises or ground or underlying lessor with respect to the Premises shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies; or (iv) such damage occurs during the last twenty-four (24) months of the Lease Term.

10.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 10, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises and any statute, regulation or case law of the State of Idaho with respect to termination rights arising from damage or destruction shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

11. NONWAIVER

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by Landlord of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and then only for the time and in the manner specifically stated in such waiver. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term.

12. CONDEMNATION

If the whole or any part of the Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall

be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. Landlord shall be entitled to receive the entire award or payment in connection with such taking.

13. ASSIGNMENT AND SUBLETTING

Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign or otherwise transfer this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees. Regardless of any such assignment or sublease that is permitted by Landlord, Tenant shall remain primarily liable for the payment of the Base Rent and Additional Rent and for the performance of all the other terms of this Lease required to be performed by Tenant. Landlord may assign or transfer all or any portion of its interest in this Lease or the Premises in its sole discretion.

14. SURRENDER OF PREMISES AND REMOVAL OF TENANT'S PROPERTY

No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall remove from the Premises all debris and rubbish, such items of furniture, equipment, and cabling installed by or at the request of Tenant that is not contained in protective conduit or metal raceway, other articles of personal property owned by Tenant and any property Landlord requires Tenant to remove. Tenant shall repair at its own expense all damage to the Premises resulting from such removal. To the fullest extent permitted by applicable law, any unused portion of Tenant's Security Deposit may be applied to offset Landlord's costs set forth in the preceding sentence. In addition, if Tenant fails to remove Tenant's personal property from the Premises within 30 days after written notice, Landlord may (but shall not be obligated to) deem all or any part of Tenant's personal property to be abandoned, and title to Tenant's personal property shall be deemed to be immediately vested in Landlord with no obligation on the part of Landlord to compensate Tenant for such property.

15. HOLDING OVER

If Tenant holds over after the expiration of the Lease Term hereof, with or without the consent of Landlord, such tenancy shall be from month-to-month only, and Base Rent shall be payable at a monthly rate equal to 150% of the agreed upon Base Rent most recently in effect. Additional Rent responsibilities shall be as described in Section 4.1 of this Lease and due for the period immediately preceding the holdover. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Such holdover shall not constitute a renewal or extension of the Lease Term and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the

expiration or other termination of this Lease. The provisions of this Article 15 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

16. ESTOPPEL CERTIFICATES

Within ten (10) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, in such form as may be required by Landlord or any prospective mortgagee or purchaser of the Premises, indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested.

17. SUBORDINATION

This Lease is subject and subordinate to all present and future ground or underlying leases of the Premises and to the lien of any mortgages or trust deeds, now or hereafter in force against the Premises, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees to attorn, without any deductions or set-offs whatsoever, to the lender or holder of any mortgage or trust deed upon any foreclosure, to the purchaser upon any foreclosure sale, or to the lessor of a ground or underlying lease upon the termination thereof, as the case may be, if so requested to do so by such lender, purchaser or lessor, and to recognize such lender, purchaser or lessor as the lessor under this Lease. Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm such attornment and/or the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases.

18. DEFAULTS; REMEDIES

18.1 Tenant Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

18.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due;

18.1.2 Any failure by Tenant (other than a failure pursuant to Section 18.1.1 or 18.1.5) to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided however, that if the nature of such default is such that the same cannot reasonably be cured within a fifteen (15)-day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default as soon as possible;

18.1.3 Any failure by Tenant to purchase fuel from any source other than Brad Hall & Associates, Inc., unless authorized by Landlord in writing (such consent will not be unreasonably withheld, but shall only be granted in the event Tenant dispenses fuel from its own equipment (including tanks and pumps) and continues to sell a representative amount of fuel purchased from Brad Hall & Associates, Inc.);

18.1.4 Any failure of Tenant's participation in a credit card program authorized by Landlord and which shall allow Tenant's credit card transactions to be automatically deposited into a bank account designated by Landlord;

18.1.5 The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the insolvency of Tenant or any guarantor of this Lease or the inability of Tenant or any guarantor of this Lease to pay its debts when due, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days;

18.1.6 The failure of Tenant to execute any documents referenced in Article 16 or 17 within the time periods set forth in those Articles;

18.1.7 The merger or consolidation of Tenant without prior written consent of Landlord;

18.1.8 The failure of Tenant's ability to obtain and maintain available insurance coverage or limitation of liability provided by any applicable state or federal law or program dealing with or insurance protecting against damages from accidental discharges of petroleum from underground or above ground storage tanks and all connected piping and pumping systems as required under Section 9.2.5 Tenants Insurance; or

18.1.9 The failure of Tenant to obtain (through the completion of a credit application) and maintain credit with Brad Hall & Associates, Inc.

Any notice required under this Section 18.1 shall be in lieu of, and not in addition to, any notice required under current or future Idaho statutes.

18.2 Landlord Default. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord under this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice to Landlord (and any mortgagee of whom Tenant has been notified) from Tenant specifying in detail Landlord's failure to perform; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Tenant agrees that, prior to commencing a legal action against Landlord for failure to cure such default as provided in the preceding sentence, any mortgagee which received notice of such default shall have an additional thirty (30) days to cure such default (unless such cure would take longer and such mortgagee has commenced such cure within said thirty (30) day period). Upon any such uncured default by Landlord and any mortgagee which received notice of such default, Tenant may exercise any of its rights provided in law or at equity; provided, however: (a) Tenant shall have no right to offset or abate rent in the event of any default by Landlord under this Lease, except to the extent offset rights are specifically provided to Tenant in this Lease; (b) Tenant shall have no right to terminate this Lease; (c) Tenant's rights and remedies hereunder shall be limited to the extent (i) Tenant has expressly waived in this Lease any of such rights or remedies and/or (ii) this Lease otherwise expressly limits Tenant's rights or remedies; and (d) Landlord will not be liable for any consequential damages.

19. LANDLORD REMEDIES

19.1 Landlord's Remedies. Upon any default, Landlord shall have the right without notice or demand (except as provided in Article 18) to pursue any of its rights and remedies at law or in equity, including, without limitation, any one or more of the following remedies:

19.1.1 Without terminating this Lease, re-enter and take possession of the Premises;

19.1.2 Without terminating this Lease, Landlord may relet the Premises as Landlord may see fit without thereby voiding or terminating this Lease, and for the purposes of such reletting, Landlord is authorized, at Tenant's expense, to make such repairs, redecorating, refurbishments or improvements to the Premises as may be necessary in the reasonable opinion of Landlord;

19.1.3 Terminate this Lease;

19.1.4 Remove and store, at Tenant's expense, all the property in the Premises using such lawful force as may be necessary;

19.1.5 Cure such event of default for Tenant at Tenant's expense;

19.1.6 Withhold or suspend payment of sums Landlord would otherwise be obligated to pay to Tenant under this Lease or any other agreement;

19.1.7 Require all future payments to be made by cashier's check, money order, or wire transfer after the first time any check is returned for insufficient funds, or the second time any sum due hereunder is more than five days late;

19.1.8 Apply any Security Deposit as permitted under this Lease; and/or

19.1.9 Recover such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law, including any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom.

19.2 Measure of Damages.

19.2.1 Calculation. If Landlord either terminates this Lease or terminates Tenant's right to possession of the Premises, Tenant shall immediately surrender and vacate the Premises and pay Landlord on demand: (a) all Rent accrued through the end of the month in which the termination becomes effective; (b) interest on all unpaid Rent from the date due at a rate equal to the lesser of 18% per annum or the highest interest rate permitted by applicable law; (c) all expenses reasonably incurred by Landlord in enforcing its rights and remedies under this Lease, including all reasonable legal expenses; (d) Costs of Reletting (defined below); and (e) all Landlord's Rental Damages (defined below). In the event that Landlord relets the Premises for an amount greater than the Rent due during the Term, Tenant shall not receive a credit for any such excess.

19.2.2 Definitions. "Costs of Reletting" shall include commercially reasonable costs, losses and expenses incurred by Landlord in reletting all or any portion of the Premises including, without limitation, the cost of removing and storing Tenant's furniture, trade fixtures, equipment, inventory, or other property,

repairing and/or demolishing the Premises, removing and/or replacing Tenant's signage and other fixtures, making the Premises ready for a new tenant, including the cost of advertising, commissions, architectural fees, legal fees, and leasehold improvements, and any allowances and/or concessions provided by Landlord. **"Landlord's Rental Damages"** shall mean the total Rent (including Additional Rent) which Landlord would have received under this Lease (had Tenant made all such Lease payments as required) for the remainder of the Term, or, if the Premises are relet, the actual rental value (not to be less than the Rent due during the Term), both discounted to present value at the Prime Rate (defined below) in effect upon the date of determination. For purposes hereof, the **"Prime Rate"** shall be the per annum interest rate publicly announced by a federally insured bank selected by Landlord in the state in which the Premises is located as such bank's prime or base rate.

19.3 Tenant Not Relieved from Liabilities. Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. In addition, Tenant shall not be relieved of its liabilities under this Lease, nor be entitled to any damages hereunder, based upon minor or immaterial errors in the exercise of Landlord's remedies. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity. If Tenant fails to pay any amount when due hereunder (after the expiration of any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent from the date initially due (without regard to any applicable grace period) at a rate equal to the rate set forth in Article 23 below. However, in no event shall the charges permitted under this Section 19.3 or elsewhere in this Lease, to the extent they are considered interest under applicable law, exceed the maximum lawful rate of interest. If any payment by Tenant of an amount deemed to be interest results in Tenant having paid any interest in excess of that permitted by law, then it is the express intent of Landlord and Tenant that all the excess amounts collected by Landlord be credited against the other amounts owing by Tenant under this Lease. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises. Notwithstanding any other provision of this Lease to the contrary, Tenant shall hold the Landlord Indemnified Parties harmless from and indemnify and defend such parties against, all claims that arise out of or in connection with a breach of this Lease, specifically including any violation of applicable laws or Contamination (defined in Article 26) caused by Tenant.

19.4 Landlord's Lien. To secure Tenant's obligations under this Lease, Tenant grants Landlord a contractual security interest on all of Tenant's inventory, goods, consumer goods, and equipment now or hereafter situated in the Premises and all proceeds therefrom, including insurance proceeds (collectively, **"Collateral"**). No Collateral shall be removed from the Premises without Landlord's prior written consent until all of Tenant's obligations are fully satisfied (except in the ordinary course of business). Upon any event of default, Landlord may, to the fullest extent permitted by law and in addition to any other remedies provided herein, enter upon the Premises and take possession of any Collateral without being held liable for trespass or conversion, and sell the same at public or private sale, after giving Tenant at least ten days written notice (or more if required by law) of the time and place of such sale. Such notice may be sent with or without return receipt requested. Unless prohibited by law, any Landlord Indemnified Party may purchase any Collateral at such sale. Subject to applicable law, the proceeds from such sale, less Landlord's expenses, including reasonable attorneys' fees and other expenses, shall be credited against Tenant's obligations. Any surplus shall be paid to Tenant immediately (or as otherwise required by law) and any deficiency shall be paid by Tenant to Landlord upon demand. Upon Landlord's request, Tenant agrees to execute and deliver to Landlord for filing purposes a financing statement sufficient to perfect the foregoing security interest. Tenant authorizes Landlord

to file a copy of this Lease as a financing statement, as permitted under law. Tenant shall pay all costs (including attorneys' fees) associated with preparing and filing any financing statement.

19.5 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

20. COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

21. SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 11 of the Summary. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, to cure Tenant's default hereunder, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. Landlord shall return the Security Deposit (less any portion thereof used, applied or retained by Landlord as permitted herein) to Tenant within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of any applicable state statutes or laws, now or hereafter in force, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises.

22. SIGNS

Premises Identification Signage. Tenant may pay for and install any signage that complies with the applicable governmental ordinances governing signs. Signs as used in this paragraph include freestanding signs, signs placed on the buildings on the Premises, and painting or lettering placed on the buildings on the Premises.

23. LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when said amount is due, then (i) Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount due (but in no event shall such charge be in excess of the maximum amount permitted by applicable law) plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder, and (ii) such unpaid amounts shall thereafter bear interest until paid at a rate equal to the Prime Rate plus five percent (5%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by applicable law. The late charge and interest shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

24. LANDLORD'S RIGHT TO CURE DEFAULT

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder, in which event Tenant shall reimburse Landlord, upon demand, for the sums incurred by Landlord in connection therewith. Tenant's reimbursement obligations under this Article 24 shall survive the expiration or sooner termination of the Lease Term.

25. ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon reasonable notice to the Tenant to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post or serve notices of nonresponsibility; or (iv) alter, improve or repair the Premises if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Premises. Notwithstanding anything to the contrary contained in this Article 25, Landlord may enter the Premises at any time to (A) perform services required of Landlord; (B) take possession due to any breach of this Lease in the manner provided herein; (C) perform any covenants of Tenant which Tenant fails to perform; or (D) to address an emergency. Any such entries shall be without the abatement of Rent, shall not be deemed an unlawful entry, or an actual or constructive eviction, and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

26. HAZARDOUS MATERIALS; ENVIRONMENTAL MATTERS

26.1 Restrictions. No Hazardous Material (defined below) shall be brought upon, used, kept, or disposed of in or about the Premises by any Tenant Parties or any of Tenant's transferees, contractors, agents or licensees without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Tenant's request for such consent shall include a representation and warranty by Tenant that the Hazardous Material in question (1) is necessary in the ordinary course of Tenant's business, and (2) shall be used, kept, and disposed of in compliance with all laws.

26.2 Remediation. Tenant shall, at its expense, monitor the Premises for the presence of Hazardous Materials or conditions which may reasonably give rise to Contamination (defined below) and promptly notify Landlord if it suspects Contamination in or around the Premises. Any remediation of Contamination caused by a Tenant Party or its contractors or invitees which is required by law or which is deemed necessary by Landlord, in Landlord's opinion, shall be performed by Landlord and Tenant shall reimburse Landlord for the cost thereof, plus a 5% administrative fee. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and the Landlord Indemnified Parties harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including testing, remediation and consultant and reasonable attorneys' fees and court costs, arising or resulting from (a) any Contamination on or about the Premises caused by Tenant or any Tenant Parties; or (b) any breach of this Article 26 by Tenant. Upon lease expiration, Tenant shall prepare an environmental audit, at Tenant's sole cost, and present it to Landlord for its review and acceptance or rejection. In the event said environmental audit is rejected, Tenant, at Tenant's sole cost shall correct the deficient areas to the satisfaction of Landlord.

26.3 Definitions. A "Hazardous Material" is any substance the presence of which requires, or may hereafter require, notification, investigation, or remediation under any laws or which is now or hereafter defined, listed, or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under any laws. "Contamination" means the existence or any release or disposal of a Hazardous Material or biological or organic contaminant, including any such contaminant which could adversely impact air quality, such as mold, fungi, or other bacterial agents, in, on, under, at, or from the Premises which may result in any liability, fine, use restriction, cost recovery lien, remediation requirement, or other government or private party action, or imposition affecting any Landlord Indemnified Party. For purposes of this Lease, claims arising from Contamination shall include diminution in value, restrictions on use, adverse impact on leasing space, and all costs of site investigation, remediation, removal, and restoration work, including response costs under CERCLA and similar statutes.

26.4 Environmental Plan of Operation. Prior to December 31 of each year during the Lease Term, Tenant shall complete and submit to Landlord in writing an Environmental Plan of Operation that addresses all environmental matters concerning the Premises and otherwise complies with laws of the state where Premises is located.

27. MISCELLANEOUS PROVISIONS

27.1 Binding Effect. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party and delivered to the other party. An electronic or facsimile copy of the Lease shall be deemed an original for purposes of this Section 27.1. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 13 of this Lease.

27.2 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

27.3 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Premises require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor.

27.4 Transfer of Landlord's Interest. In the event Landlord transfers all or any portion of its interest in the Premises and/or in this Lease, Landlord shall automatically be released from all remaining liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer.

27.5 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

27.6 Time of Essence. Time is of the essence of this Lease and each of its provisions.

27.7 Interpretation; Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

27.8 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in Premises, and neither Landlord, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefore, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

27.9 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any side letter or separate agreement executed by Landlord and Tenant in connection with this Lease and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

27.10 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

27.11 Notices. Any notice, demand or other communication given under the provisions of this Lease (collectively, "Notices") by either party to the other party shall be effective only if in writing and (a) personally served, (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (e.g., Federal Express) for next-day delivery. Notices shall be directed to the parties at their respective addresses set forth in the Summary. In the event that a different address is furnished by either party to the other party in accordance with the procedures set forth in this Section 27.11, Notices shall thereafter be sent or delivered to the new address. Notices given in the foregoing manner shall be deemed given (a) when actually received or refused by the party to whom sent if delivered by carrier or personally served or (b) if mailed, on the day of actual delivery or refusal as shown by the addressee's registered or certified mail receipt. For purposes of this Section 27.11, a "business day" is Monday through Friday, excluding holidays observed by the United States Postal Service.

27.12 Joint and Several Liability. If more than one person or entity executes this Lease as Tenant: (a) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Lease shall be binding upon each and all of the persons and entities executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

27.13 Attorneys' Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

27.14 Governing Law; Jurisdiction and Venue. This Lease and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of Idaho. All obligations under this Lease constitute personal and subject matter jurisdiction in Idaho and shall be construed and enforced in accordance with the laws of the State of Idaho and venue at Bonneville County, Idaho.

27.15 Jury Trial Waiver. TENANT, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS LEASE OR ANY CONDUCT, ACT OR OMISSION OF LANDLORD, TENANT, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH

LANDLORD OR TENANT, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

27.16 Recording. Tenant shall not record this Lease or any memorandum of lease.

27.17 Authority. Tenant covenants, warrants, and represents that each individual executing, attesting, and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; this Lease is binding upon and enforceable against Tenant; and Tenant is duly organized and legally existing in the state of its organization or formation and is qualified to do business in the state in which the Premises are located.

27.18 Relationship. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture, or any other relationship.

27.19 Survival of Obligations. The expiration of the Lease Term, whether by lapse of time or otherwise, shall not relieve Tenant of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Those terms or provisions of this Lease which this Lease expressly states shall survive, or which by their context are clearly intended to survive, the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease.

27.20 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that they know of no real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless for, from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent.

27.21 Transportation Management. Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Premises and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

27.22 Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

27.23 Landlord Renovations. Tenant acknowledges that Landlord may, but shall not be obligated to, during the Lease Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Premises, including, without limitation, the parking facilities, common areas, systems and equipment, roof, and structural portions of the same. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, and Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's

actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

27.24 Financial Statements. Upon ten (10) days prior written request from Landlord (which Landlord may make at any time during the Term but no more often than two (2) times in any calendar year), Tenant shall deliver to Landlord a certified current financial statement of Tenant and any guarantor of this Lease.

27.25 Excepted Rights. Landlord shall also have the right (but not the obligation) to temporarily close the Premises if Landlord reasonably determines that there is an imminent danger of significant damage to the Premises or of personal injury to Landlord's employees or the occupants of the Premises. The circumstances under which Landlord may temporarily close the Premises shall include, without limitation, electrical interruptions, hurricanes, terrorist activities and civil disturbances. A closure of the Premises under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of rent payable hereunder.

27.26 Counterparts; Electronic Delivery. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Delivery of an executed copy of this Lease by telecopy or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Lease.

27.27 OFAC Compliance. For purposes of this Section 27.27, the term "**Affiliated Parties**" shall mean Tenant, any Guarantor hereunder, all persons and entities owning (directly or indirectly) an ownership interest in Tenant or Guarantor, and any and all subsidiaries, predecessors, agents and affiliates thereof. "**Blocked Parties**" mean any person or entity (A) that is itself or an Affiliated Party of an entity listed in the Annex to, or is otherwise subject to the provisions of, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism ("**Executive Order**"), (B) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any Patriot Act Related Law (as defined below), (C) who commits, threatens or conspires to commit or support "terrorism" as defined in the Executive Order, (D) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website, <http://www.ustreas.gov/offices/enforcement/ofac/> or at any replacement website or other replacement official publication of such list. The "**Patriot Act Related Laws**" are defined as any regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including, but not limited to, OFAC's Specially Designated and Blocked Persons list) or any statute or executive order (including, but not limited to, the Executive Order) designed to limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the U.S., including, without limitation Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), and the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, as the same may be amended from time to time, and any other governmental law, rule or regulation implementing such laws or purposes. Tenant hereby represents and warrants that Tenant and all Affiliated Parties (i) have never been a Blocked Party, and (ii) have been and are currently in full compliance with all Patriot Act Related Laws. Tenant covenants that neither Tenant nor any of its Affiliated Parties will do any of the following: (i) conduct any business or engage in any transaction or deal with any Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage in or conspire to engage in any transaction that

evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Patriot Act Related Law. Tenant covenants and agrees to deliver to Landlord reasonable evidence of its compliance with the provisions of this Section 27.27. Tenant shall implement an internal methodology for ensuring compliance with the Patriot Act Related Laws and avoiding business transactions with Blocked Parties. If, at any time, any of the representations set forth above in this Section 27.27 becomes false or Tenant breaches any other provision of this Section 27.27, then it shall be considered a default under this Lease, which shall not be subject to any notice and/or cure period and Landlord shall have the immediate right to exercise its rights and remedies in the event of a default, including, but not limited to, termination of this Lease.

27.28 Guarantee. Those persons identified on the signature page of this Lease as Guarantors, jointly and severally, absolutely and unconditionally guarantee full, complete and timely payment and performance by Lessee of all of its duties and obligations under this Lease, including, but not limited to, the payment of Base Rent, Additional Rent, Insurance Expenses, Operating Expenses, Tax Expenses, and Utility Expenses and all other amounts that Tenant is obligated to pay under this Lease. This guaranty is a guaranty of payment and not of collection. In the event that (a) Landlord requires the services of an attorney in connection with enforcing this Guaranty (whether or not suit is brought), (b) suit is brought for the enforcement of this Guaranty or the exercise of rights and remedies afforded by this Guaranty, or (c) proceedings are held in bankruptcy, then the substantially prevailing party shall be entitled to a reasonable sum for attorney's and paralegal's fees, expenses and court costs, including those relating to any appeal.

27.29 Contingency. Notwithstanding anything in this Lease or the Summary to the contrary, this Lease shall not be effective prior to (i) Tenant receiving written notice from Landlord that Landlord (or its affiliate) is the owner of the Premises and (ii) Landlord receiving the Security Deposit (the "Contingencies"). If the Contingencies are not satisfied within sixty (60) days after Tenant executes this Lease, Tenant may, at its option, terminate this Lease by giving written notice to Landlord. Upon receiving such notice, Landlord shall promptly return the Security Deposit. Landlord shall have no obligation under this Lease (other than to return the Security Deposit) if the Contingencies are not satisfied.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

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

By: [Signature]
Name: Logan Hall
Its: Manager

TENANT:

Good 2 Go Stores, LLC
an Idaho limited liability company

*By: [Signature]
Name: Logan Hall
Title: Manager

*By: _____
Name: _____
Title: _____

GUARANTORS:

[Signature]

***NOTE:**

Tenant shall deliver to Landlord evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Agreement.

**EXHIBIT A
LEGAL DESCRIPTION**

Grandview Gardens Lots 70-K & the W. 23.77 of Lot 70-J

Parcel 1

A parcel of land located in Lots 70-K and 70-J of the Grand View Gardens, a subdivision in the City of Cody in Lot 70, T, 82 N., R. 102 W., 5th P.K., Park County, Wyoming, and said parcel of land being more particularly described by metes and bounds as follows:

Beginning at the Southwest Corner of said Lot 70-K, and thence proceeding N. 0°08' E. along the West Line of said Lot 70-K a distance of 209.7 feet, thence S. 59°55'S. perpendicular to the West Line of said Lot 70-K a distance of 80.0 feet; thence W. 0°05'E. parallel to the West Line of said Lot 70-K a distance of 80.0 feet, thence S. 89°55'E. a distance of 76.0 feet, more or less to a point on the East Line of said Lot 70-K, and also being the West Line of said Lot 70-J, thence N. 0°05'E. along the said East Line of Lot 70-K, a distance of 669.3 feet, more or Less, to the Northeast Corner of said Lot 70-K and also being the Northwest Corner of said Lot 70-J, thence W. 79°55'E. along the North Line of said Lot 70-J a distance of 24.15 feet, thence S. 0°05'W. parallel to the West Line of said Lot 70-J a distance of 700.00 feet, more or less, to a point on the South Line of said Lot 70; thence S. 79°55'W. along the South Line of said Lots 70-K and 70-J a distance of 192.00 feet, more or less, to the point of beginning hereinbefore described, and said parcel of land containing 1.17 acres, more or less.

Parcel 2

A parcel of land, being part of Lot 70-K of the Grand View Gardens, a subdivision within the City of Cody in Lot 70, T. 52 N., R. 102W., 6th P.M., Park County, Wyoming, and said parcel of land being more particularly described by ,metes and bounds as follows:

Beginning at the Northwest Corner of said Lot 70-K, and thence proceeding S. 0°05' W., along the West Line of said Lot 70-K a distance of 491.3 feet; thence S. 89°55'E., perpendicular to the West Line of said Lot 70-K a distance of 80.0 feet; thence N. 0°05'E., parallel to the West Line of said Lot 70-K a distance of 50.0 feet; thence S. 89°55'E., a distance of 76.0 feet, more or less to a point on the East Line of said Lot 70-K; thence N. 0°05E., along the East Line of said Lot 70-K a distance of 469.3 feet, more or less, to the Northeast Corner of said Lot 70-K; thence S.79°55'W. along the North Line of said Lot 70-K a distance of 158.7 feet, more or less to the point of beginning hereinbefore described, and said parcel of land containing 1.72 acres, more or less.

EXHIBIT B
TENANT IMPROVEMENTS

**-----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 / 3 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 410

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

**A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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.

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 Thru Dec

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

Mon Thru Sun
HOURS OF OPERATION (e.g. 10a - 2a)
6:00 AM 2:00 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
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 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?
James Lamute	BAZSTT			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 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 3rd day of May, 2013.

James L. Bussett
Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

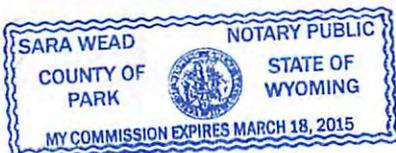
Applicant

Subscribed and sworn to before me by James L. Bussett this 3rd day of May, 2013.

Witness my hand and official seal.

Sara Wead
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:		

-----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 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 403

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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: 880 W CENTER ST
Number & Street or P.O. Box

NORTH SALT LAKE, UT 84054
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 <u>CODY</u></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 checked="" type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input checked="" type="checkbox"/> off-premise only <input 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)</p> <p>from <u>January</u> to <u>December</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.) 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:	\$ _____
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?	
Please see attached.							YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	
						YES <input type="checkbox"/> NO <input type="checkbox"/>	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 25 day of April, 2013.

Dan Murray
Applicant

THE STATE OF Wyoming }
COUNTY OF Davis } ss.

Spencer Hallett
Applicant

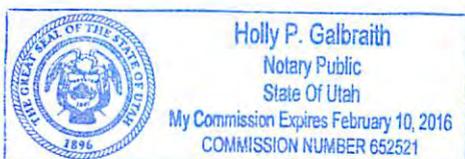
Subscribed and sworn to before me by Dan Murray/Spencer Hallett this 25 day of April, 2013.

Witness my hand and official seal.

Holly P Galbraith

Notary Public or Person Authorized to Administer Oath

My Commission expires: February 10, 2016



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

Officers

Michael V. Call

Title:	President, CEO
	[REDACTED]
Stock%:	7.2%
	[REDACTED]
Date taking Office:	12/18/1998
	[REDACTED]
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Spencer C. Hewlett

Title:	Executive Vice President
	[REDACTED]
Stock%:	1.4%
	[REDACTED]
Date Taking office:	11/29/1996
	[REDACTED]
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Lynn A. Call

Title:	V.P. Info & Technology
	[REDACTED]
Stock%:	1.2%
	[REDACTED]
Date Taking Office:	11/9/2006
	[REDACTED]
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Brad F. Call

Title:	V.P. Marketing
	[REDACTED]
Stock%:	4.2%
	[REDACTED]
Date Taking Office	6/19/1999
	[REDACTED]
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Roger Green

Title:	V.P. Operations
Stock%:	1.6%
Date Taking Office:	8/11/2000
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Dan Murray

Title:	V.P. Real Estate
Stock%:	0
Date Taking Office:	11/9/2006
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Timothy T. Taylor

Title:	V.P. Supply Chain & Logistics
Stock%:	.9%
Date Taking Office:	4/20/2009
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

John D. Hillam

Title:	V.P. Fuel Supply & Distribution
Stock%:	.1%
Date Taking Office:	4/18/2011
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

David Hancock

Title:	Chief Legal Officer
Stock%:	0
Date Taking Office:	10/16/2012
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

DeAnn Brunts

Title:	Chief Financial Officer
Stock%:	0
Date Taking Office:	10/16/2012
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Directors

Crystal Call Maggelet

Stock%:	47.2%
Date Taking Office:	2013
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Chuck Maggelet

Stock%:	0
Date Taking Office:	2013
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Andre M. Lortz

Stock%:	0
Date Taking Office:	2013
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Maverik, Inc.

February 1, 2013

Beneficial Ownership

Maverik, Inc. - Ownership		
FJ Management	102,565.970	67.5%
Mike Call	10,920.141	7.2%
Brad Call	6,415.003	4.2%
The Michael V. Call Trust	3,850.000	2.5%
The Brad Call Trust	3,850.000	2.5%
The Spencer C. Hewlett Trust	3,850.000	2.5%
The Lynn Call Trust	3,620.000	2.4%
The Roger Green Trust	3,500.000	2.3%
Roger Green	2,500.000	1.6%
Murray Family Holdings, LLC	2,286.703	1.5%
Spencer Hewlett	2,178.000	1.4%
Shon Call	2,043.262	1.3%
Lynn Call	1,815.789	1.2%
Tim Taylor	1,382.291	0.9%
Doug Foxley	341.958	0.2%
Quinn Gardner	279.000	0.2%
Alvin New	203.969	0.1%
John Hillam	175.000	0.1%
Maurice Minno Trust	87.500	0.1%
Doug Foxley - Lincoln Trust	81.559	0.1%
Total Other Shareholders	49,380.175	32.5%
Total Maverik, Inc. Shares Outstanding	151,946.145	100.0%

FJ Management Ownership

Chuck and Crystal Maggelet	47.2%
Thad Call	40.8%
Tamra Call	6.6%
Flying J ESOP	2.7%
Other (27)	2.7%
FJ Management	100.0%

-----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 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 406

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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-9:00 PM (Apr-Oct)</u> <u>MON-SAT 9:00AM-8:00PM (Nov-Mar)</u> <u>CLOSED SUN (NOV-MAR)</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

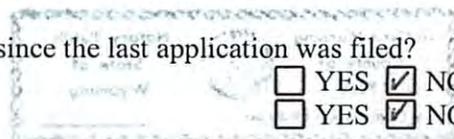
W.S.12-4-103(c)

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 DORNER 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.)
- 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: \$ 249,728
Food Sales: \$ 131,663 (53 %)
Liquor Sales: \$ 118,065 (47 %)

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?
MICHAEL KENNEY				14	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PATRICK MANNING				2	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
SUSAN BOUTELLE				15	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
KENNETH GUNN				18	*	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 29th day of April, 2013.

Michael Kenney
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Patrick Manning
Applicant

Subscribed and sworn to before me by M. Kenney & P. Manning this 29th day of April, 2013.

Witness my hand and official seal.

Darlene Manning
Notary Public or Person Authorized to Administer Oath

My Commission expires: Sept 15, 2015



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

* Each member holds < 10% share in corporation.

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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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?
JOHN D BALLING				21	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JOHN PARSONS				9	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
RICK MARRON				8	*	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 29th day of April, 2013.

Michael J Kenney
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

P. Manning
Applicant

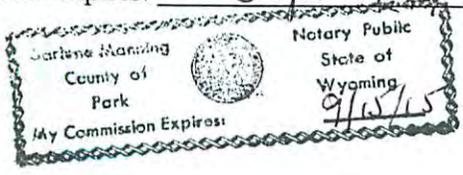
Subscribed and sworn to before me by M. Kenney & P. Manning this 29th day of April, 2013.

Witness my hand and official seal.

Deborah Manning

Notary Public or Person Authorized to Administer Oath

My Commission expires: Sept 15 2015



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 Golt + 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:

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: 10 / 1 / 2014, located on page _____, paragraph _____ of lease document. *per attached*
- b) Provision for **SALE** of alcohol or malt beverages located on page 1, paragraph 2 of lease document. *addendum*

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?
Michele Hudson Prevost				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 4/29/13 day of April, 2013

[Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by Michelle Prevost this 29th day of April, 2013.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 10-12-14



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

Rental Agreement

Name of all Tenants: Michele Prevost

Mailing address: 104 Bear Creek Road, Cody, WY 82414 Phone: 587-4472

Amount of Rent: \$725 per month + cost of garbage removal (Tenant Pays Other Utilities)

Amount of security deposit: \$400

Description of premises rented: Office/Retail Building at 30 Pearson Ave Cody WY 82414

2010 lease renewal is approved. Tenants agree to remain in said unit for a minimum of 12 months beginning April 20, 2010 or deposit is forfeited, and balance of unused months rent is due and payable. After 12 months, tenant has four separate, consecutive, 12-month lease renewal options with a 5% rent increase for each 12-month renewal. If the tenant does not renew the lease during a renewal period, the remaining rental renewal options become null and void. The tenant cannot transfer the renewal options to another party without Owner's permission. After all renewal options are exhausted, both Owner and Tenant are authorized to end the agreement with thirty (30) days notice.

Owner authorizes and agrees that Tenant may conduct in the premise a business engaged in the on-site sale and consumption of alcoholic beverages. Tenant may not serve alcohol on site to more than 10 (ten) persons during any single consecutive five-hour period. Tenant may serve alcohol on site to persons only during the hours between 10 a.m. and 9 p.m.

If the Owner sells this property during the term of the lease and new Owner demands the use of rented premises as a condition of the purchase, Tenant will engage in good-faith discussions to consider moving to another location on the property that works for all parties.

Rent is due for the month in advance and utility payments due Owner are due at same time as rent. Rent and utilities shall be considered past due if not paid by the 1st of the month. If rent and utilities have not been received by 5 pm on the 5th of the month, Tenant will pay a \$25 late charge and is subject to eviction. An additional \$3 per day late charge will be applied to payments received after 5 pm on the 5th of the month in addition to the \$25 late fee. All future rent and utility payments will be applied to late fees first, past due utilities second, past due rents third, current utilities fourth and current rent fifth.

If Tenant's rent check bounces for any reason, Tenant will be assessed a \$25 late charge. All future rent payments from that point forward must then be made with certified US funds (certified check from bank or a money order).

No person(s) shall occupy this building as a resident. You are not allowed to sub-let or assign any part of this building to others not in this agreement. Owner reserves the right to terminate this agreement if this rule is violated.

If the Owner has to use the services of the sheriff, an attorney or the courts to collect back rent, utility payments, damage assessments, cleaning bills, or force eviction, the Tenant must pay all reasonable fees, including attorney's fees incurred during the performance of those collections or eviction.

Insurance: Neither Owner or management shall be responsible or liable for loss, injury, or damage to personal property or person of Tenants or their guests or visitors, caused directly or

indirectly by acts of God, fire, theft, burglary, malicious acts, riots, civil commotion, the elements, or by the neglect of other Tenants or owners of contiguous properties. Tenants understand and agree to carry sufficient liability and other types of insurance to cover all losses.

Abandonment: If Tenants leave premises unoccupied for ten (10) consecutive days while rent is due and unpaid, without notifying Owner in writing, this shall be deemed an abandonment of premises and Tenants hereby authorize Owner to take possession of premises and property. Tenants agree that Owner may, without liability, enter premises and property, take possession, dispose, sell or store at Tenants expense, any of Tenants property and apply proceeds to obligations to Owner, and re-rent premises, without being liable for any prosecution thereof.

Regulations

YOU WILL NOT:

Violate any federal, state or county laws, ordinances or rental regulations. Any occurrence of illegal activity will result in immediate eviction.

Leave personal belongings, litter or unused junk on grounds, walks or driveways.

Change lock on your unit door without Owner's approval and Owner receiving a new key.

Paint, remodel or alter the building or grounds in any way without the prior permission of the Owner.

Interfere with another person's peaceful enjoyment of the grounds, dwellings and common areas within the Pearson Avenue rental complex.

Park in any way that will inconvenience your neighbors.

Leave a pet unattended on the premises.

Have a parked vehicle that is inoperative.

YOU WILL:

Be considerate of your neighbors, especially after 10 pm. No excessively loud noise or stereos at any time.

Place your garbage in the dumpster provided. Any large amounts of garbage that do not fit in the dumpster or take up more-than-fair-share of the community dumpster is the disposal responsibility of the Tenant.

Take good care of the building and permit us to enter the building during reasonable hours after prior notice to (a) inspect for and make necessary repairs and (b) show the unit to future Tenants.

Report or repair any maintenance/repair needs in your building as soon as discovered.

Tenant signature Michael Post Date 4/22/10

Owner/Manager [Signature] Date 4/20/10

Rental Agreement Addendum

Tenant: Michele Prevost

Mailing Address: 104 Bear Creek Road Cody, WY 82414

Landlord: Greg Pendley

Premises Rented: Office/Retail building at 30 Pearson Avenue, Cody, WY 82414

March 1, 2013

Amount of rent: \$725 per month + cost of garbage removal (tenant pays other utilities)

Amount of security deposit: \$400.00

2013 lease renewal is approved. Tenant agrees to stay in said unit for a minimum of 12 months beginning April 1, 2013 or deposit is forfeited. With 30 days' written notice, tenant may, at its sole discretion, elect to extend the lease for any period of time through September 1, 2014.

Both parties agree to this extension of lease and the additional of the Rental Agreement Addendum to the main Rental Agreement document.

Tenant Signature Michele Prevost date 3/1/13

Owner Signature Greg T. Pendley date 3/1/13

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)

<input type="checkbox"/> YES <input type="checkbox"/> 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)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- b) Do you self distribute your products?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES <input type="checkbox"/> 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				35+	55%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JUDITH A. BLAIR				25+	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"/>
DESERET TRUST CO.					12%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

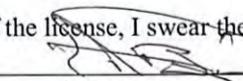
(If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

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 30 day of April, 2013.



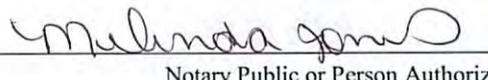
 Applicant

THE STATE OF WYOMING
 COUNTY OF Park

} ss.


 Applicant

Subscribed and sworn to before me by Frederick Q Blair Judith A Blair this 30 day of April, 2013

Witness my hand and official seal. 

 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:		

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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> 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?
Tim OLeary				18	0	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 _____ 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:		

Holiday Inn
1701 Sheridan Avenue
Cody, WY 82414
t: 307.587.5555
f: 307.527.7757
1.800.HOLIDAY
blairhotels.com



April 29, 2013

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.

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

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?
Lynn Lampe				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?
Lynn Lampe				11	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 29 day of April, 2013.

Lynn Lampe
Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

Applicant

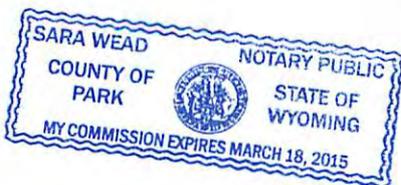
Subscribed and sworn to before me by Lynn Lampe this 29th day of April, 2013.

Witness my hand and official seal.

Sara Wead

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:		

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?
Vaughn Decker Place				1.5	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Bronna Marie Place				1.5	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 1 day of May, 2013

Vaughn Decker
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

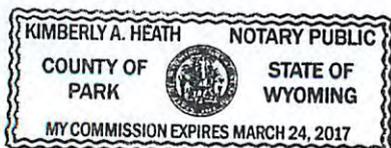
Bronna Marie
Applicant

Subscribed and sworn to before me by Vaughn + Bronna Decker this 1 day of May, 2013.

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 Enterprises

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:
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?
Brandon James McArthur				20	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Kelly M. McArthur				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 24 day of April, 2013.

Brandon James McArthur
Applicant

THE STATE OF WYOMING }
COUNTY OF Campbell } ss.

Kelly M. McArthur
Applicant

Subscribed and sworn to before me by Brandon McArthur this 24 day of April, 2013.
Kelly McArthur

Witness my hand and official seal.

Jessica J. West

Notary Public or Person Authorized to Administer Oath

My Commission expires: 1/21/2015



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 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				6	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Karen E. Schumacher				1		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"/>
Lindsay J. Garlow				6		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 29th day of April, 2013.

Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } ss.

William C. Garlow
 Applicant

Subscribed and sworn to before me by William C. Garlow this 29th day of April, 2013.

Witness my hand and official seal.

Tacie Merrill

Notary Public or Person Authorized to Administer Oath

My Commission expires: October 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: Sunset Properties, Inc.
Eight n Street

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 / 3 / 2013

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 409

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Road
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.

<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>8 AM 1 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):

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.) 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: \$
Food Sales: \$ (%)
Liquor Sales: \$ (%)
 W.S.12-4-408(b) 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 <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?
Rowan Kirk				6	51%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
MURKIN						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Pennie Kaye Morgan				6	49%	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.

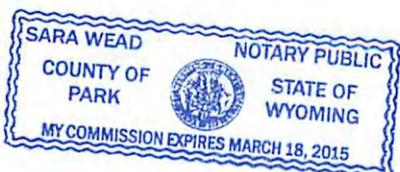
Dated this 3rd day of May, 2013.

THE STATE OF WYOMING } **Applicant**
 COUNTY OF Park } Pennie K Morgan
 } **Applicant**

Subscribed and sworn to before me by Pennie K Morgan this 3rd day of May, 2013.

Witness my hand and official seal. Sara Wead
 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:		

-----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 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 376

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: THE PROUD CUT SALOON INC

Trade Name (dba): THE PROUD CUT

Premise Address: 1227 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1227 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-6905

Fax Number: (307) 527-7730

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
- 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-Sun
- HOURS OF OPERATION (e.g. 10a - 2a)
11am-11pm

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 60' ROOM IN FRONT 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)

LOT 17, BLOCK 50, ORIGINAL TOWN OF CODY, 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.) 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:	\$ _____
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?
REBECCA WOSE				27	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Delmae WOSE				27	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 30th day of April, 2013.

Rebecca S. Wose
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

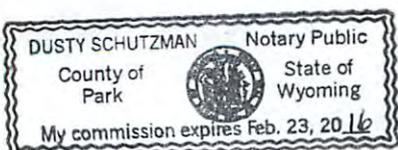
Delmae Wose
Applicant

Subscribed and sworn to before me by Rebecca S. and Del Wose this 30th day of April, 2013.

Witness my hand and official seal.

Dusty Schutzman
Notary Public or Person Authorized to Administer Oath

My Commission expires: 2/23/16



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: PAOVA COUTER 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:

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)

<input type="checkbox"/> YES	<input type="checkbox"/> 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> 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?
Richard R. Wilder				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"/>
Marjorie J. Wilder				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 <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 29 day of April, 2013.

Marjorie J. Wilder
Applicant

Richard R. Wilder
Applicant

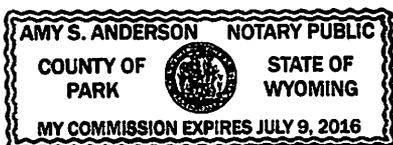
THE STATE OF WYOMING }
COUNTY OF Park } ss.

Subscribed and sworn to before me by Richard + Marjorie Wilder this 29th day of April, 2013.

Witness my hand and official seal.

Amy S. Anderson
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:		

-----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 / 8 / 13

	Annual Fee
Basic Fee	\$ _____
Additional Disp Rm Fee	\$ _____
Total Lic Fee Collected	\$ _____
Publishing Fee Collected	\$ <u>35</u>

Required Attachments Received Yes

Advertising Dates(4): 5/22, 5/29, 6/5, 6/12 2013

Hearing Date: 6/18/2013

Local Licensing Number: 608

For the license term: 8 / 1 / 2013
Month Day Year

Through: 7 / 31 / 2014
Month Day Year

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

Applicant: BUFFALO JUMP WINES LLC

Trade Name (dba): BUFFALO JUMP WINES

Premise Address: 2526 MOUNTAIN VIEW DRIVE ***
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 20 RANCHETTE ROAD
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 899-3815

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.**

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)

7 Days/week
11:00 - 8:00

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):

29' X 19' ROOM ON NE SIDE OF BLDG

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

c) If yes, provide description and location:

MFG: 29' X 59' ROOM ON SE SIDE 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 2, FRANK SUBDIVISION, ZONED E INDUSTRIAL

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

***Licence transfer to 1326 Beck Ave previously approved.

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: 8 / 31 / 13, located on page 1, paragraph 1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, 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)

<input type="checkbox"/> YES	<input type="checkbox"/> 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> 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>Scott Wagner</u>				<u>3</u>	<u>100</u>	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 8 day of May, 2013.

Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

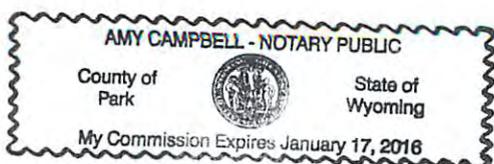
[Signature]
Applicant

Subscribed and sworn to before me by Scott Wagner this 8 day of May, 2013.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: January 17, 2016



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

AGREEMENT

Your signature and understanding of this agreement is requested for the purpose of having a mutually agreeable arrangement between us, which should be helpful to you as our tenant, and to us as owners of the property in which you will occupy. We expect you to properly care for the property and to return it to us in the same condition as when it was received by you.

We ask you to accept the following conditions as to your use and occupancy of the property by signing this rental/lease agreement. We do not feel that these conditions are harsh or restrictive, but only a means of protection for all parties involved.

LEASE AGREEMENT

This lease, entered into between ARTHUR S. GUNDERSON and KAY J. GUNDERSON, as the landlords, and BUFFALO JUMP WINES, LLC, as the tenant(s).

The landlord hereby leases to the tenant the following property: 2526 Mountain View Drive in Cody, Wyoming.

- 1. TERM This lease begins on September 1, 2011 and ends on August 31, 2013. If landlord or tenant wish to cancel this lease, a written notice of not less than 90 days must be presented to tenant or landlord.
2. RENT The tenant agrees to pay rent of \$800.00 per month, payable in advance, from September, 2011 until August 2011. Rent is due on the 1st day of the month. In the event you do not pay the rent within 5 days after its due date, there will be a penalty charged against you in the amount of \$10.00 per day. There shall be a charge of \$50.00 for any "insufficient funds" or "account closed" or on any returned checks issued to us for the payment of rent.
3. DEFAULT If the tenant defaults in payment of any rent due, or in carrying out any term or covenant of this lease, and the default continues for 10 days, landlord shall have the right to re-enter and take possession of the premises. No Notice, demand or legal process shall be required before taking possession. Tenant shall pay to landlord all landlord's costs and expenses in enforcing any of the terms of this lease; including reasonable attorney's fees and court costs, in which costs and expenses shall be additional rent.
4. SECURITY DEPOSIT Tenant shall deposit one months rent with landlord as security for damages arising out of tenants use. Any amount not required shall be returned within 60 days after termination of lease. The deposit is not to be used as rent.
5. The tenant further agrees to the following covenants: Tenant shall yield up possession of the premises at the end of the term without any notice and in its present condition subject only to ordinary depreciation. Tenant shall not assign this lease nor sublet any part of premises nor let others occupy same. It is agreed that the building will be used as an Office and for the processing of wine products and nothing else unless arrangements are made and agreed to by landlord. Tenant shall not make any alterations to the premises without consent of the landlord. Tenant shall keep the premises in a clean condition. Tenant shall do his own snow removal. Tenant shall keep all fixtures in proper state of repair. All utilities shall be paid by tenant and tenant shall immediately put all utilities in their name, and pay any necessary deposits required by the utility companies. Tenant shall permit landlord and his agents to examine the premises at reasonable times and shall permit landlord to place notices of For Sale or For Rent on the premises and allow landlord's agents to show premises after reasonable notice, if for sale or rent.
6. NON LIABILITY Landlord shall not be liable for any damages to tenants property or person(s) from any cause. Tenant shall procure insurance to protect himself and his property from any loss.
7. NO PETS PERMITTED, except as required by the handicap.

DATE 4-26-2012 LANDLORD Art Gunderson

TENANTS SIGN HERE

NAME TITLE Manager

CORPORATE OFFICER SIGN HERE

TITLE Manager

8. The Landlords are aware that the business is an alcohol related business and alcoholic beverages will be sold upon the leased premises.

MEETING DATE: JUNE 18, 2013
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

Taxi License Application Crazy Horse Taxi Services

BACKGROUND

John Jones dba Crazy Horse Taxi has applied for a Taxi License to operate a taxi service to City of Cody residents and visitors. The City of Cody currently has four Taxi Cab Licenses issued. Pursuant to City of Cody Ordinance, Title 3, Chapter 3 the Council shall consider issuing licenses based on the necessity and public convenience of the service and that the applicant's qualifications for rendering adequate service to the public must include consideration of the applicant's character, integrity and financial responsibilities.

In addition, the licensee must have public liability insurance with a combined single-limit coverage of not less than \$1,000,000 for public liability, property damage and bodily injury coverage. The ordinance also states that the Governing Body must approve the rates charged for the service.

SUMMARY

John Jones has applied for a Taxi License to operate a taxi service within the City of Cody. He has provided the application form, driving records for each taxicab operator, his rate structure, and public liability insurance policy. All his paperwork is in order and is in compliance with the requirements of the code.

Pursuant to the code, all other taxi cab license holders have been notified in writing of the new application and the date and time of the public meeting where the application will be considered by the Governing Body.

FISCAL IMPACT

The City of Cody will receive \$50 if the license is approved.

ALTERNATIVES

Approve or deny the request for a taxi cab license.

RECOMMENDATION

Staff is not making a recommendation, however would like to note that three of the four current taxi license holders are for specific or more specialized transportation: local tours, specialty events, elderly transportation and transportation to and from rodeo grounds.

ATTACHMENTS

Application and required documents.

AGENDA ITEM NO. _____

AGENDA & SUMMARY REPORT TO:

John Jones 250-3086

TheSmiths@tctwest.net

Pendley@bresnan.net

coca@bresnan.net

Cody Cab – Irene Farlow 272-8364



CITY OF CODY
WYOMING

City of Cody
Taxi License Application
NEW LICENSE

License Period: January 1, _____ through December 31, _____

Name of Applicant/Business: CRAZY HORSE TAXI

Name(s) of Principal Business Owner(s): John M Jones

Street Address of Applicant: 109 Yellowstone Ave Cody Wy 82414

Mailing Address of Applicant: 109 Yellowstone Ave Cody Wy 82414

Phone No. of Applicant: 307-250-3086 Email: _____

Please list vehicle descriptions and license plate numbers of all taxicabs operating under this license: (attach additional sheets if necessary). If the vehicle is not required under State law to have a license place to operate please provide another identifying number (VIN, fleet number, etc). **A license plate or other unique identifying number is required.**

Vehicle Description (year, make, model)

License Plate Number

96 Jeep Grand Cherokee unit # 1 Co # 4
Color - Maroon / 4 Door 44e90

95 Jeep Grand Cherokee unit # 2 Co # 4
Color - Grey / 4 Door 6492

John M Jones
Signature of Applicant

5-21-2013
Date

Required Attachments:

- Driving record for each taxicab operator
- Background check for each taxicab operator
- Rate structure
- Public liability insurance policy

For City Use Only

License Fee \$	_____
Date Paid	_____
License No	_____



Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"



Matthew H. Mead
Governor

John F. Cox
Director

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

2013

JONES, JOHN M.
CRAZY HORSE TAXI
109 YELLOWSTONE AVENUE
CODY, WY 82414

DOCKET NO: M-000160224

US DOT #:

ISSUE DATE: May 21, 2013

PERMANENT CONTRACT MOTOR CARRIER AUTHORITY

By application filed, the applicant above-named seeks authority to operate as a contract motor carrier of persons or property by motor vehicle in Wyoming intrastate commerce.

It APPEARING that applicant has the prescribed evidence of insurance on file with the Department; and applicant has otherwise complied with the applicable provisions contained in Chapter 18 of Title 31, Wyoming Statutes, 1977, as amended, and the rules, regulations and requirements of the Department issued pursuant thereto and related to contract motor carriers: THEREFORE

IT IS ORDERED that said application be, and the same is hereby, granted; that a Contract Motor Carrier Authority be, and the same is hereby, issued.

IT IS FURTHER ORDERED that operations pursuant to this order shall be subject to the provisions of the Commercial Vehicle Act, as amended, and to such rules, regulations and requirements as are now, or may hereafter be prescribed or adopted by the Department thereunder; and that said Authority is permanent and shall remain valid and in effect unless revoked by the Department for good cause, or cancelled at the request of the holder.

A COPY OF THIS AUTHORITY SHALL BE CARRIED IN EACH POWER UNIT.

Dated and mailed at Cheyenne, Wyoming on May 21, 2013.

Royette Laird

Motor Vehicle Services
Regulatory Section (777-4850)

Proposed Rates for Crazy Horse Taxi

intown of Cody	\$ 8 ⁰⁰ per destination
Air Port to Cody	\$ 12 ⁰⁰
Cody to Air Port	\$ 12 ⁰⁰
Cody to Wappity	\$ 25 ⁰⁰
Cody to Powell	\$ 35 ⁰⁰

ARE AVERAGE PRICE IS \$ 1.50 mile out side of Cody . . . We will be serving Cody WY. and Yellowstone Park AREA. We also will be doing 4X4 TOURS OF THE AREAS AROUND Cody Wappiti + Powell - As well as Yellowstone Park.

We will be a 24 hr - 7 day a week service for the AREA here.

Vouchers will be accepted from Hospital + Police Dept. And All other government offices. If BAR OWNERS WANT TO, I CAN GET VOUCHERS FOR THEM, IF THEY AGREE TO PAY THE VOUCHERS OFF every month.

We are running a full service TAXI Co. with TOURS OF THE Park Country.

If GAS prices go up to \$ 4⁰⁰ a gallon our Rates will increase \$ 2⁰⁰ more per destination.

WY
(STATE)

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

COMPANY

COMMERCIAL PERSONAL

RPS Transwestern General Agency

POLICY NUMBER
70APS041502

EFFECTIVE DATE
5/10/2013

EXPIRATION DATE
5/10/2014

YEAR MAKE/MODEL
1996 JEEP GRAND

VEHICLE IDENTIFICATION NUMBER
1J4GZ58Y3TC329915

AGENCY/COMPANY ISSUING CARD

BW Insurance Agency, Inc.

1130 Sheridan Ave

PO Box 2743

Cody

WY 82414

(307) 587-3466

INSURED

Jones, John M (Michael)
109 Yellowstone Ave

Cody

WY 82414

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

INSURANCE IDENTIFICATION CARD

WY
(STATE)

COMPANY NUMBER

COMPANY

 COMMERCIAL PERSONAL

RPS Transwestern General Agency

POLICY NUMBER
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1J4G25840SC743538

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1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Chapter 3

TAXICABS

3-3-1: LICENSE; REQUIRED:

No individual, partnership, corporation or other entity shall operate or cause to be operated any "taxicab", which is defined as any motorized vehicle or animal drawn carriage, for the purpose of carrying passengers for hire within the city without first having obtained a license therefor from the city as hereinafter provided. (1960 Compilation § 19-901; amd. Ord. 95-2; Ord. 97-16)

3-3-2: LICENSE; APPLICATION; COUNCIL POLICY IN CONSIDERATION OF ISSUANCE:

The application for such license shall be made to the city clerk and shall be issued by the city clerk with the approval of the city council.

It is declared to be the policy of the city council that there shall be issued only such licenses to taxicab operators as the public convenience and necessity require, and further, to issue such licenses only to those persons who are responsible and trustworthy in every way and agree to render adequate service to meet the needs of the public for taxicab service within the city. In acting upon all applications for such licenses, the city council shall take into consideration, in addition to the question of public convenience and necessity, the question of the applicant's qualifications for rendering adequate service to the public, his character, integrity and financial responsibilities. When applications for additional taxicab operator's licenses are received by the city clerk, the clerk shall serve notice upon any other licensed operators of the time set for hearing upon the application, which time shall be the next regular meeting of the city council; provided, that if any such application is received within less than five (5) days before the next regular meeting of the city council, the matter may be set for hearing at the following regular, adjourned or special meeting of the city council. The decision of the city council upon any application shall be final. (1960 Compilation §§ 19-902, 19-903; amd. Ord. 97-16)

3-3-3: LICENSE; FEES; DURATION:

The fee for a license to operate taxicabs as provided in this chapter shall be twenty five dollars (\$25.00) for each taxicab that is to be operated. All such licenses issued shall be on a calendar year basis from January 1 to December 31. The applicant shall specify to the city the taxicab to be operated and the city may permit a license to be transferred from one taxicab to another upon application and submittal of the necessary information. (1960 Compilation § 19-902; amd. Ord. 95-2)

3-3-4: LICENSE; INSURANCE COVERAGE:

No license to operate a taxicab within the city shall be granted to any applicant therefor unless the applicant shall have a public liability insurance policy with a combined single limit coverage of not less than five hundred thousand dollars (\$500,000.00) for public liability, property damage and bodily injury coverage; or a public liability policy with split limit coverage providing minimums of one hundred thousand dollars (\$100,000.00) property damage and two hundred fifty thousand dollars (\$250,000.00) each person and five hundred thousand dollars (\$500,000.00) each accident. The applicant shall submit proper evidence to the city clerk of proof of insurance before a license is issued and at the time of issuance of a license, the applicant shall deposit with the city clerk a copy of the insurance policy. All renewal policies and premium receipts shall be deposited with the city clerk by the licensee.

Failure of any licensee to comply with the provisions of this section requiring insurance or to maintain insurance in effect shall forfeit any license issued. (1960 Compilation § 19-906; amd. Ord. 415; Ord. 95-2; Ord. 95-8; Ord. 97-16)

3-3-5: LICENSE; TRANSFERABILITY:

No license granted hereunder shall be transferable to another operator, except with the express approval of the city council, and no such license granted hereunder shall be transferred until the transferee to whom the license is sought to be transferred shall have met all of the qualifications and conditions required for a licensee under this chapter. (1960 Compilation § 19-907; amd. Ord. 95-2)

3-3-6: LICENSE; REVOCATION:

The city council hereby reserves the right to revoke any and all licenses granted for failure to comply with the terms of this chapter and [title 6](#) of this code, and in the event such taxicab is operated in an unlawful manner or for unlawful purposes or for any and other good causes shown. (1960 Compilation § 19-908; amd. Ord. 95-2)

3-3-7: RATES:

The rates and prices charged for transportation of persons or property by taxicab within the city shall be such as approved by the city council. A printed or typewritten copy of the approved rates and charges shall be plainly posted in each taxicab and in the office of the licensed operator. (1960 Compilation § 19-905; amd. Ord. 95-2; Ord. 97-16)

3-3-8: TAXICAB STANDS:

All taxicabs operated by any licensed operator may be parked, when unemployed, at such location as designated by the chief of police as provided in section [6-1-14](#) of this code. Such location shall be properly marked as reserved taxicab space and not for use by the public. (1960 Compilation § 19-904; amd. Ord. 94-11; Ord. 95-2)

Right-of-Way & Utility Certificate

hereby certifies to the Wyoming Department of Transportation and the Federal Highway Administration this _____ day of _____, 20____ that it has acquired all right-of-way, and has provided for removal of any and all utilities or other encroachments on or within land necessary for construction of project

and has complied with the policies set forth in the Wyoming Relocation Assistance Act of 1973, Sections 16-7-101 through 16-7-121.

(Mayor or Chairman)

(Member)

ORDINANCE 2013-13

AN ORDINANCE AMENDING TITLE VIII, CHAPTER 3, ARTICLE I AND ARTICLE II OF THE CODY CITY CODE PERTAINING TO SEWERS AND SEWAGE DISPOSAL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING, as follows:

Title 8, Chapter 3, Articles I and II of the Cody City Code are hereby amended by replacing Articles I and II as follows:

Article I. Sewer Connections

8-3-1: Permit; Required

8-3-2: Permit; Plant Investment Fees

8-3-3: Permit; Record Of Permits

8-3-4: License; Required

8-3-5: License; Revocation

8-3-6: Inspections

8-3-7: Noncomplying Connections Declared A Nuisance; Disconnection

8-3-8: Order By Council To Connect Improved Property To City Sewer; Obedience To Order

8-3-9: Application For Connection To Sewerage System

8-3-10: Application For Connection To Sewerage System; Costs

8-3-10-1: Discharges Into System

8-3-10-2: Sewer Use Fees; Schedule

8-3-10-3: Sewer Use Fees; Time Of Payment; Failure To Pay

8-3-10-4: Review Of Sewer Use Fees

8-3-1: PERMIT; REQUIRED:

It is unlawful for any person to tap or make connection with any main or sewer district installed in the city without first obtaining a permit for same from the city clerk as hereinafter provided. (1960 Compilation § 13-101)

8-3-2: PERMIT; PLANT INVESTMENT FEES:

Permits to connect to the city sanitary sewerage system shall be issued by the building inspector on application as provided in section [8-3-9](#) of this chapter and the payment of a plant investment fee as follows:

- A. Plant Investment Fees shall be based on water tap size to the Family Dwelling or Commercial Facility as outlined in the following table.

<i>Plant Investment Fees</i>		
<i>Water Tap Size - Inches</i>	<i>Water EDU/TAP Size</i>	<i>Sewer Investment Fee Per Tap Size</i>
<i>3/4</i>	<i>1</i>	<i>\$500.00</i>
<i>1</i>	<i>2</i>	<i>\$1,000.00</i>
<i>1.5</i>	<i>4</i>	<i>\$2,000.00</i>
<i>2</i>	<i>7</i>	<i>\$3,500.00</i>
<i>3</i>	<i>16</i>	<i>\$8,000.00</i>
<i>4</i>	<i>28</i>	<i>\$14,000.00</i>
<i>6</i>	<i>60</i>	<i>\$30,000.00</i>

B. Multiple-Family Dwelling Units, Including Apartment Houses:

1. Within the city limits: As outlined in the table above or Five hundred dollars (\$500.00) per unit. The higher cost prevails.
2. Outside the city limits: As outlined in the table above or Seven hundred fifty dollars (\$750.00) per unit. The higher cost prevails.
3. An additional fee of one hundred fifty dollars (\$150.00) will be required if the property served requires the use of an existing sewer lift station and the property served is outside the established lift station boundaries.

C. All Others:

1. Inside the city limits: As outlined in the table above or Five hundred dollars (\$500.00) for each five thousand (5,000) gallons of estimated water usage. The higher cost prevails
2. Outside the city limits: As outlined in the table above or Seven hundred fifty dollars (\$750.00) for each five thousand (5,000) gallons of estimated water usage per month. The higher cost prevails.
3. An additional fee of one hundred fifty dollars (\$150.00) will be required for each five thousand (5,000) gallons of estimated water usage per month if the property served requires the use of an existing sewer lift station and the property served is outside the established lift station boundaries.

D. Consent To Annexation Required: Before any permit to connect property outside of the city limits to the city sanitary sewerage system shall be issued, the owner of the property to be served shall execute and record a consent that the property served may at any time in the future be annexed to the city without objection by the current or subsequent owner.

8-3-3: PERMIT; RECORD OF PERMITS:

The Public Works Director shall keep record of all sewer permits herein provided for which shall contain the name of the applicant, the date of application and permit, the name of the owner of the lot, and the number of the lot to be drained by the proposed sewer. Such record shall be preserved by the Public Works Director and shall be open to the public at all times.

8-3-4: LICENSE; REQUIRED:

It is unlawful for any person to do or perform the work of making any sewer connections or construct any private sewer for the purpose of connecting with the main or any sewer district in the city, unless such person is one of the following:

- A. A licensed plumber as provided in section [9-3-1](#) of this code for a class B license.
- B. A licensed general contractor as provided in section [9-3-1](#) of this code for a class A license and until such person has provided proof of insurance as provided in section [9-3-5](#) of this code.
- C. A contractor that is insured as a excavation contractor, has provided proof of insurance as provided in section [9-3-5](#) of this code, and has been approved by the public works director and/or his/her designee for this type of work.
- D. A contractor hired by the city to complete a bid project that is inspected and supervised by a licensed professional engineer.

8-3-5: LICENSE; REVOCATION:

The license required by section [8-3-4](#) of this chapter may be revoked by the governing body at any time upon the satisfactory evidence that the licensee has not complied with the regulations of this chapter and [title 9](#) of this code, or is otherwise incompetent.

8-3-6: INSPECTIONS:

Whenever a connecting sewer shall be constructed as herein provided, the person constructing the same and making the connection shall leave the same uncovered and open until the work shall be inspected and approved by the Building Official.

8-3-7: NONCOMPLYING CONNECTIONS DECLARED A NUISANCE; DISCONNECTION:

All connections made under the provisions of this article shall be made in such a manner as the Building Official shall direct.

If any such connecting sewer shall be built or constructed otherwise than in strict compliance with the terms and requirements of this chapter and [title 9](#) of this code, the same shall be declared a nuisance, and shall be abolished or abated according to law and shall be immediately disconnected from the main or sewer district until the same is made to comply with the provisions of this chapter and [title 9](#) of this code. (1960 Compilation § 13-104)

8-3-8: ORDER BY COUNCIL TO CONNECT IMPROVED PROPERTY TO CITY SEWER; OBEDIENCE TO ORDER:

Whenever the governing body shall deem it necessary for sanitary purposes and the general health and welfare of the city that all of the improved property within any sewer district of the city be connected with the main or sewer district located in such district and provided for that purpose, the governing body shall have the authority to so order and direct. Thereupon, it shall become the duty of any property owner so designated or included within such order, within five (5) days, or such other time as therein set forth, after the service upon such owner or the occupant of the premises, of a copy of such order, to commence and prosecute with due diligence the work of making and constructing such sewer and its connection with the main or district sewers as directed in the order. (1960 Compilation § 13-105)

8-3-9: APPLICATION FOR CONNECTION TO SEWERAGE SYSTEM:

- A. Any owner of property desiring to make sewer connections to the city sanitary sewerage system shall make application with the city on a form prescribed by the city for utility services. By making application, the applicant shall be deemed to have agreed that a sewer connection shall be done with materials and according to plans and specifications as may be prescribed and required by the city engineer, and subject to all orders, rules and regulations of the city.
- B. Applications by owners of property outside the established city limits shall require the approval of the governing body before a permit to connect may be issued. The governing body shall be under no obligation whatsoever to approve an application by an owner of property outside the established city limits and may in its sole and absolute discretion deny such an application for any reason or no reason. Any application by an owner of property outside the established city limits shall include an engineering analysis by an engineer or firm acceptable to the city, of the capacity of the receiving line or lines and an analysis of the expected effluent if the connection is for a use other than a single-family dwelling unit, a multiple-family dwelling unit or apartment house.

8-3-10: APPLICATION FOR CONNECTION TO SEWERAGE SYSTEM; COSTS:

Any property owner desiring to make such sewer connection as referred to in section [8-3-9](#) of this chapter shall pay all costs of the installation, inspection and other expenses in connection with the work of installing such sewer connection from the point where the sewer connection connects with the adjacent sanitary sewer to the property line of the property to be served by such sewer connection. In addition thereto, the property owner shall pay to the city treasurer the sum of one hundred dollars (\$100.00). (1960 Compilation § 13-107)

8-3-10-1: DISCHARGES INTO SYSTEM:

It shall be unlawful to permit or cause the flow of any of the following substances into the sanitary sewer system of the city:

A. PROHIBITED DISCHARGES:

The discharge of any waters containing any substance or any toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly, or by interaction with other wastes, as determined by the city, to contaminate the sludge (biosolids) of any municipal system, or to injure or interfere with any wastewater conveyance or treatment process, constitute a hazard to humans or animals, creates a public nuisance, or create any hazard in or have an adverse effect on the water receiving any discharge from the wastewater treatment works is hereby prohibited.

B. PROHIBITION OF GROUNDWATER HEAT PUMP DISCHARGES, DRAINAGE WATER, AND RUNOFF:

The discharge from groundwater heat pumps or from groundwater heating or cooling systems, roof downspouts, exterior foundation drains, areaway drains, storm-water drains, or other sources of surface runoff or groundwater to a building or a public sanitary sewer is hereby prohibited.

C. PRETREATMENT:

The city may require pretreatment of any discharge to the municipal sewer system that may be detrimental to the wastewater conveyance or treatment structures or processes, or that may be detrimental to compliance with any federal or state discharge limitation. Pretreatment prior to discharge to the municipal system may be required to meet requirements established by the city for any substance, or may be required for the complete elimination of a substance prior to discharge.

D. PROHIBITION OF SEPTIC TANK WASTES, CHEMICAL TOILET WASTES, AND VAULT TOILET WASTES:

The discharge of any wastes from septic tanks, chemical toilets, vault toilets, and the biosolids or other wastes from any other wastewater treatment facility to the municipal wastewater conveyance or treatment system is prohibited.

E. DAMAGE TO FACILITIES:

In the event that either wastewater conveyance or treatment structures or processes are damaged, or the flow through said structures or processes is hampered by a customer's wastewater discharge, the city may make or require to be made, at the customer's expense, such repairs as are necessary to restore conveyance or treatment structures or processes to normal system operations.

8-3-10-2: SEWER USE FEES; SCHEDULE:

A. There is hereby levied and assessed a service charge against any entity or person in the city requiring sewage disposal into the sanitary sewer system as follows:

A minimum monthly charge for the water measured through each water meter based upon the size of the water meter as follows:

Meter Size	Minimum Monthly Charge
3/4 inch	\$ 10.14
1 inch	\$ 20.28
1 1/2 inch	\$ 40.56
2 inch	\$ 70.98
3 inch	\$162.24
4 inch	\$283.92
6 inch	\$608.40
Plus \$1.84 per 1,000 gallons per month of water metered.	

B. For those entities or persons connected to the sanitary sewer system, but not receiving water from the city water system, the charge shall be nineteen dollars and thirty four cents (\$19.34) per month.

C. The city has determined that the average total suspended solids (TSS) and five (5) day biochemical oxygen demand (BOD) daily loadings for the average residential user are two hundred (200) ppm BOD and two hundred fifty (250) ppm TSS. The city has assessed a surcharge rate for all nonresidential users discharging wastes with BOD and TSS strengths greater than the average residential user. The surcharge will be sufficient to cover the costs of treating such user's above normal strength wastes. Such users will pay an additional service charge of 7.4 cents per month per one thousand (1,000) gallons for each twenty five (25) ppm over two hundred (200) ppm BOD, and 7.4 cents per month per one thousand (1,000) gallons for each twenty five (25) ppm over two hundred fifty (250) ppm TSS. The minimum monthly flow rate to be used for both BOD & TSS calculations shall be the assumed equivalent single residential unit monthly flow rate of 5,000 gallons per month. The City will periodically sample wastewater discharges for nonresidential users discharging to the wastewater system as determined necessary by the City Administrator, or by his/her designee, to determine the billing rates for nonresidential users in association with the above outlined costs. Nonresidential users will be notified of sampling results if changes to charges for their facility are warranted by the results of the testing. Nonresidential users may present sample results of their own to the governing body if they want to dispute increases in charges as a result of high TSS or BOD findings.

8-3-10-3: SEWER USE FEES; TIME OF PAYMENT; FAILURE TO PAY:

All bills for use of wastewater service furnished shall be due and payable within fifteen (15) days of the bill date. Payment of bills shall be as outlined in the city electric ordinance, [chapter 1](#) of this title.

8-3-10-4: REVIEW OF SEWER USE FEES:

The city shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution percentage not less often than every two (2) years, and will review the system as necessary to assure equity of the service charge system established herein and to assure that sufficient funds are obtained to adequately operate and maintain the wastewater treatment works. The city shall apply excess revenues collected from a class of users to the costs of operation and maintenance attributable to that class for the next year and adjust the rate accordingly. If a significant user, such as an industry, has completed in plant modifications which would change that user's wastewater contribution percentage, the user can present, at a regularly scheduled meeting of the governing body, such factual information and the city shall then determine if the user's wastewater contribution percentage is to be changed. The city shall notify the user of its findings as soon as possible.

Article II. Privy Vaults, Cesspools And Grease Traps

[8-3-11: Privies, Cesspools, Etc., Declared Nuisances; Removal Where City Sewer Available](#)

[8-3-12: Cleaning Generally](#)

[8-3-13: Abandonment Of Privy Vaults And Cesspools](#)

[8-3-14: Removal And Transportation Of Contents; Designation Of Dumping Ground](#)

[8-3-15: Deposit Of Contents Not Permitted In City, Etc.](#)

8-3-11: PRIVIES, CESSPOOLS, ETC., DECLARED NUISANCES; REMOVAL WHERE CITY SEWER AVAILABLE: 

In the interests of sanitation and the protection of public health, any and all privy vaults and cesspools within the city or its police jurisdiction are hereby declared to constitute a nuisance and a menace to health, and the same shall be removed whenever a connection to a city sewer is available.

8-3-12: CLEANING GENERALLY: 

All grease traps shall be cleaned once in April or May and once in September or October, and more often if so ordered by the Administrator or his/her designee. The City of Cody must also receive a notice from the grease trap cleaner certifying that an establishment has had their grease trap cleaned as outlined above. All privy vaults and cesspools must be cleaned whenever the contents thereof shall be within two feet (2') of the top or surface of the ground.

8-3-13: ABANDONMENT OF PRIVY VAULTS AND CESSPOOLS: 

Whenever the use of any privy vault or cesspool is discontinued, such vault or cesspool must be cleaned to the bottom and filled with earth or other suitable material. Such work shall be done under the supervision of the city engineer.

8-3-14: REMOVAL AND TRANSPORTATION OF CONTENTS; DESIGNATION OF DUMPING GROUND:

The contents of privy vaults, grease traps or cesspools shall be removed therefrom and transported through any alley, street or public place within the city only in the most improved sanitary manner, using airtight covered tanks, so as to prevent the escape of any noxious or offensive odors, and preserve such contents from sight or exposure during transportation. All appliances and vehicles used in such cleaning and removal shall be maintained in perfect sanitary condition, subject at all times to inspection by the city engineer or his/her designee. The city engineer or his/her designee shall designate the dumping grounds upon which such material shall be disposed of.

8-3-15: DEPOSIT OF CONTENTS NOT PERMITTED IN CITY, ETC.:  

No night soil, grease trap or cesspool matter shall be deposited or buried in or on any premises within the city or its police jurisdiction.

PASSED ON FIRST READING

_____ May 21, 2013 _____

PASSED ON SECOND READING

_____ June 4, 2013 _____

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING

Nancy Tia Brown, Mayor

ATTEST:

Cynthia D Baker
Administrative Services Officer

MEETING DATE: JUNE 18, 2013
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
PRESENTED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT **Resolution 2013-11 Budget Amendment**

ACTION TO BE TAKEN:

Approve the resolution amending the FY12-13 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY12-13 on June 19, 2012. Per State Statute, budgets may be amended through Resolution by the City Council. This request includes three amendments:

- (1) An increase to the grant revenue and expense line items for the Master Plan grant in the General Fund. The grant was originally budgeted for \$57,000 with a reimbursement of \$45,000. When the grant was approved after the budget was adopted it was not updated to the contract amount of \$62,000 with a reimbursement of \$50,000. This request will increase the revenue and expense budgets by \$5,000 respectively with the City's portion remaining unchanged at \$12,000.
- (2) An increase to the purchase of wholesale power in the Electric Fund in the amount of \$620,000 to reflect the increased costs associated with the wholesale rate increase and additional purchases incurred due to the takeover of the 2AB area. There are also anticipated increased revenues of approximately \$900,000 through year end which will cover the additional power costs.
- (3) An increase to the Stay Safe program expense line item in the Recreation Center General Fund budget to spend funds donated specifically for this program in the amount of \$1,210. There are no City funds expended in this line item.

FISCAL IMPACT

- (1) No change to the fiscal impact. The City's portion of the grant remains at \$12,000.
- (2) An increase of \$620,000 to the Electric Fund expenses which will be fully offset by additional revenues receive for power sales.
- (3) No City funds are being spent for this program. The cost will be entirely funded through the donations received for the program.

ALTERNATIVES

At its discretion the City Council may approve or deny the Resolution.

ATTACHMENTS

1. Resolution 2013-11

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

RESOLUTION 2013-11

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2012-2013 was duly adopted by the City of Cody with Ordinance No 2012-13 on June 19, 2012 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, the following action was authorized by the City of Cody Council:

BUDGET AMENDMENTS:

Authorized Revenue(s):

Dept	Account	Purpose	Amount
Community Development	Grants – WBC Master Plan	Master Plan	\$5,000
Total Revenue Amendments			\$5,000

Authorized Appropriation(s):

Dept	Account	Purpose	Amount
Community Development	Grants – WBC Master Plan	Master Plan	\$5,000
Electric	Utility Purchases for Resale	Wholesale Power Purchase	\$620,000
Recreation	Recreation Programs	Stay Safe Program	\$1,210
Total Expenditure Amendments			\$671,210

PASSED, APPROVED AND ADOPTED THE 18th day of June 2013

Nancy Tia-Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer