

## COMMERCIAL LEASE

THIS LEASE (Lease) is executed on, September 2, 2016, by and between Prairie Fire Brewing Company, LLC (Lessor) and Pizza Carrello LLC (Lessee).

1. **STATEMENT OF PURPOSE:** The Lessor is the owner of the Building Located at 601 South Douglas Hwy, Gillette, Campbell County, Wyoming. This lease sets forth the terms and conditions under which the Lessor leases to the Lessee the premises in the property described in Paragraph 2 below. The Lease provides the allocations of the expenses which each party is to bear during the term of the lease and each party's remedies and rights upon the conclusion of the lease or either party's default in performance.

2. **PREMISES LEASED:** The premises subject to this lease consist of the following: (Exhibit B)

The full building located at 601 South Douglas Hwy

Approximate area: 7000 square feet.

Additional premises: (i.e., designated parking, storage and any separate premises from principal unit):

Lessor shall deliver the leased premises to the Lessee in "broom clean" condition. Prior to commencement of the lease, the Lessee shall inspect the premises and provide the Lessor with a written list of repairs and improvements required to be completed before the term begins. With the exception of the foregoing repairs and improvements, the Lessee accepts the lease premises "as is" and waives all objections and exceptions to the condition of the premises upon commencement of the lease term.

3. **RENTAL:** The Lessee shall pay to the Lessor during the term of this lease the following aggregate rental. Rent shall be paid in advance, without demand, on or before the first day of each month to PO Box 2207 Gillette, WY 82717. Any Rent received after the first day of the month will have a 5% late fee assessed to be paid immediately.

Total aggregate rental during lease term: \$360,000.00

Amount of monthly rental installments: \$5000.00 for the first 12 months and will increase by \$500 per month through year 5. Year 2 \$5500, Year 3 \$6000, Year 4 \$6500, Year 5 \$7000.00 per month.

4. **LEASE TERM:** The term of this lease shall be for a period of 60 months commencing and terminating as follows: After the initial 5year lease term

there will be an option for the renewal of another 5year lease term with a rent adjustment to reflect market conditions at that time.

Commencement date: September 1, 2016

Termination date: August 31, 2021

5. **SECURITY DEPOSIT:** The Lessee shall deposit with the Lessor a cash deposit equal to one month's rent (\$7000) as security for performance of the Lessor's obligations under this lease. If the Lessor applies any part of the security deposit to cure any default of the Lessee, the Lessee shall upon demand deposit with the Lessor the amount so applied in order that the Lessor shall have the full one-month cash deposit (\$7000) on hand at all times during the term of this lease. Lessor agrees to allow Lessee to pay \$1000 per month in addition to the monthly rent for the first seven months of the lease to be applied toward the Security Deposit.
6. **USE OF PREMISES:** The Lessee may use and occupy the leased premises for the following stated purpose and other related uses: (description of business): Pizza Restaurant.
7. **MAINTENANCE AND REPAIRS:** Except for damage caused by fire or other casualty, Lessee at Lessee's own cost and expense, shall keep the leased premises in good order and repair, including maintaining all plumbing, electrical and lighting facilities and equipment within or exclusively serving the leased premises, and the cost and expense, shall keep the property generally in good order and repair, including maintaining all plumbing, electrical and light facilities and equipment outside the leased premises and HVAC systems serving the building generally, structural components of the leased premises, foundations, exterior walls, sub-floors, and roof. Lessor shall not be required to make any repairs which become necessary or desirable by reason of the act or negligence of the Lessee, its agents, invitees or employees, in which event the same shall be the obligation of the Lessee. The Lessee shall at its own cost and expense replace with glass of the same quality, any cracked or broken glass including plate glass and any interior or exterior windows and glass in the doors of the leased premises, unless the glass breakage is caused by faulty installation or settlement of the building.

Lessee shall permit no waste, damage or injury to the leased premises. If Lessee refuses or neglects within 10 days after receipt of written notice to do things required by the terms of this paragraph, the lessor may do them at the expense of the Lessee.

8. **INSURANCE:** Lessor shall maintain at Lessee's expense during the term hereof fire, wind, storm and extended coverage insurance on the leased premises in an amount sufficient to satisfy at least an 80 percent coinsurance clause, with loss payable endorsement to Lessor of the leased premises.

Lessee shall not carry any stock of goods or do anything in or about the premises which will in any way tend to increase insurance rates on the leased premises without the consent of the Lessor. If Lessor shall consent to such use, Lessee agrees to pay as additional rental any increase in premiums for insurance against loss by fire or extended coverage risks resulting from the business carried on in the leased premises, by Lessee. If Lessee installs any electrical equipment that overloads the power lines and equipment serving the leased premises, Lessee shall at its own expense make whatever changes are necessary to comply with requirements of insurance underwriters and insurance rating bureaus and governmental authorities having jurisdiction.

Lessee agrees to procure and maintain a policy or policies of insurance in a company or companies, authorized to do business in the State of Wyoming, at its own cost and expenses, insuring Lessee and Lessor, from all claims, demands or actions for injury or death of any one person in an amount of not less than One Million Dollars (\$1,000,000.00) and, for injury or death of more than one person in any one accident to the limit of one million dollars (\$1,000,000.00) and for damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00); provided that Lessee may self-insure for such property damage to the extent of five thousand dollars (\$5,000.00) and which expressly names Prairie Fire Brewing Company LLC as an additional insured under the terms of the policy. Lessee shall carry like coverage against loss or damage by boilers or explosion by boilers, if there is a boiler in the leased premises. Said insurance shall not be subject to cancellation except after at least thirty (30) days prior to written notice to Lessor. The policy or policies, or duly-executed certificate or certificates for the same shall be deposited with Lessor at the commencement of the term and renewal thereof which shall occur not less than thirty (30) days prior to the expiration of the term of such coverage. If Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep the same in effect, and Lessee shall pay or reimburse Lessor the premium cost thereof upon demand.

9. **TAXES:** The Lessee shall be liable for all taxes levied against the real property, personal property and trade fixtures existing or placed by the Lessee in or about the leased premises. For each lease year or part thereof, if the leased premises are not assessed as a separate tax parcel, the Lessee shall pay the Lessor an additional rent, the Lessee's pro rata share of the real estate

taxes. The Lessor shall pay the real estate taxes on the property as such taxes become due and payable. The parties mutually recognize and agree that during the lease term real estate taxes for the property and the leased premises may increase as a result of actions of taxing authorities. Such increases shall not be used by the Lessee as a reason or justification to terminate this lease and that Lessee's remedies for increases in taxes levied are limited to those provided below.

The Lessee shall have the right to challenge at its sole expense, the amount of the real estate taxes attributable to the leased premises. The Lessor agrees to provide whatever reasonable assistance the Lessee may require. If the lease term commences on other than the first day of a calendar year or the amount of the real estate tax levy for the leased premises has not been determined, the Lessor may bill the Lessee as additional rent an amount to be accrued toward payment of the Lessee's share of the real estate taxes based on the prior year's levy for said premises.

10. **SIGNAGE:** The Lessee shall have the right to install or place signs, awning or other advertising material in or about the leased premises or building; provided, Lessee obtains Lessor's prior consent as to the design, placement and attachment of the signs and awnings. Lessee shall submit plans and specifications to the Lessor for approval prior to submitting the same to local authorities for review, approval and permitting. Lessee shall not be required to obtain Lessor's consent for any promotional or advertising signs or displays within the leased premises. All signs and awnings shall be in compliance with all applicable laws, regulations and rules of entities and agencies having jurisdiction.

The Lessee shall not remove any signs or awnings in or about the leased premises without obtaining the Lessor's prior consent, which consent shall not be unreasonably withheld. Upon removal of any sign or awning, the leased premises, building, all brackets, fixtures, cables, wiring and other devices used to support and operate the sign or awning shall be removed and the leased premises or building repaired and restored to the condition existing prior to the installation of the sign or awning.

#### 11. **ALTERATIONS, ADDITIONS and IMPROVEMENTS:**

- A. Subject to the limitation that no substantial portion of the building or the leased premises shall be demolished or removed by Lessee without the prior written consent of Lessor and, if necessary, any mortgagee, Lessee may at any time during the lease term and in compliance with the conditions set forth below and at his own expense, make any reasonable and prudent alteration, addition or improvements in and to the leased premises. Alterations shall be performed in a workmanlike

manner and shall not weaken or impair the structural strength of the building.

B. Conditions with respect to alterations, additions or improvements are as follows:

1. Before commencement of any work, all plans and specifications shall be filed with and approved by all authorities having jurisdiction and any public utility company having an interest herein. All work shall be done in accordance with requirements of applicable federal, state and local regulations.
2. Before commencement of any work, all plans and specifications shall be submitted to and approved in writing by Lessor, whose approval shall not be unreasonably withheld. Lessee shall post a Lessor's mechanic lien, bond or other security to protect Lessor against the filing of mechanic's liens.
3. Lessee shall pay for all leasehold improvements. When the plans and specifications are submitted for approval of Lessor, decisions and agreements will be made in writing and executed if any part of the cost will be assumed by Lessor.
4. Before commencement of any work, Lessee must provide lessor with the name, address and qualifications of all contractors and/or subcontractors who will perform alterations, additions and/or improvements to the premises. Lessor retains the right of approval of all contractors and/or subcontractors.
5. All demolition or other work required to prepare the leased premises for construction shall be conducted in a clean, safe, workmanlike manner in order to prevent damage to the leased premises or building, the creation of dust, noise, debris, vibration, odors or other consequences which unreasonably and/or unnecessarily damage premises. The Lessor shall have the authority to immediately halt any operations which violate the terms of this paragraph and require the offending condition or circumstance to be minimized, modified or eliminated before work may recommence.

12. **SURRENDER OF LEASED PREMISES:** Upon termination of the leased term, the Lessee shall surrender the leased premises to the Lessor with a 90-day notice of vacating. The leased premises shall be in as good a condition as received, reasonable wear and deterioration incident to Lessee's business and fire, windstorm or other causes beyond Lessee's control excepted. The Lessee shall remove all personal property, furnishings, machinery, trade fixtures, equipment and inventory from the leased premises prior to or upon expiration of the lease term. Unless the parties otherwise agree in writing, all improvements to the real estate whether made by the Lessor or Lessee shall be the property of the Lessor upon termination of this lease, including but not limited to restrooms, flooring, ceilings, utility and/or electrical components and fixtures, HVAC systems, appurtenances. If the parties agree that the Lessee may remove any fixtures or appurtenances included within the foregoing listed categories, the Lessee shall repair any damage to the leased premises or building caused by such removal, including repair or replacement of floors and floor coverings, walls and wall coverings, ceilings and any alterations, modifications or penetrations of the exterior walls, foundation or roof of the building.

If the Lessee by any act or omission has allowed to be created or created an environmental hazard or contamination in violation of the laws, rules or regulations of the U.S. Environmental Protection Agency or equivalent state agency on or about the leased premises, the Lessee shall at its sole cost remediate or eliminate the hazard or contamination in compliance with applicable laws, rules or regulations.

13. **COMMON AREAS:** The leased premises are located within the building. The term "common areas," as used herein shall mean all sidewalks, pedestrian walkways, streets, public parking, service areas, driveway, signage, and related improvements within the exterior confines of the property. The common areas shall be exclusively for the use of all the Lessees, and for the use of the customers, employees, visitors and invitees of said Lessees, for driveway, servicing, walkway and parking purposes.

Lessor shall maintain the common areas in good order, condition and repair (including the striping of the parking lot), and well lighted for those hours of darkness that Lessee shall be open for business and reasonably free from snow, ice and other obstructions. Neither the parking layout, nor the traffic flow pattern nor the entrances and exits shall be changed without written notice to the Lessor. Lessee agrees to pay the cost of the common area, utilities, repairs and maintenance thereof and the removal of the snow therefrom (Exhibit A).

14. **DESTRUCTION OF PREMISES:** In the event of a partial destruction in the leased premises during the term of this lease, from any cause, Lessor shall forthwith repair the same to the satisfaction of Lessee, provided the repairs can be made within one hundred twenty (120) days approved by applicable governmental authorities. Any partial destruction shall not annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, and proportionate reduction being based on the extent to which the damage or making the repairs shall interfere with the business carried on by Lessee in the premises. In the event that Lessor does not elect to make repairs or that such repairs cannot be made within the specified time, this Lease may be terminated at the option of either party.

15. **EMINENT DOMAIN:** If the whole or any part of the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the parts so taken from the date of the possession of that part shall be required for any public purpose and rent shall be paid up to that date. If such portion of the leased premises so taken destroys the usefulness of the premises for the purpose for which the premises were leased, then from that date, the Lessee shall have the right either to terminate this Lease within thirty (30) days thereafter or to continue in possession of the remainder of the same under the terms herein provided, and in which latter even the rent shall be reduced in proportion to the area of the premises taken.

All awards for the taking of any part of the premises or any payment made, under the threat of the exercise of the power of eminent domain shall be the sole and exclusive property of Lessor, whether made as compensation for diminution of the value of the leasehold or for the taking of the fee or as severance damages; provided, however, Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property, provided that any award to Lessee does not diminish the award to Lessor.

It is further agreed if any entrance or exit to the property is closed, Lessor shall provide suitable entrance or exit in substitution therefore.

16. **DEFAULT:** Lessor may terminate this Lease upon the happening of any one or more of the following events:

A. The making by Lessee of an assignment for the benefit of its creditors;

- B. The levying of a writ of execution or attachment on or against the property of Lessee and the same is not released or discharged within thirty (30) days after written notice by Lessor;
- C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Lessee, for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;
- D. The doing, or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefore against the land or building of which the leased premises are a part and same is not released or otherwise provided for by indemnification satisfactory to Lessor within thirty (30) days after written notice thereof; OR
- E. The doing, or permitting to be done by Lessee, any act which creates a risk on or about the leased premises of an environmental hazard or contamination in violation of the laws, rules or regulations of the U.S. Environmental Protection Agency or equivalent state agency.

If Lessee shall default in any other respect hereunder, other than payment of rent for which no grace period exists, and such default shall continue for a period of thirty (30) days after written notice thereof by Lessor, then it shall be lawful for Lessor to terminate this lease, enter into and take possession of the leased premises, and remove all persons and their property therefrom; provided, if the default be of such nature as to require more than thirty (30) days to cure, Lessee shall commence to cure such default within said ten (10) days and continue to cure such default with due diligence.

Upon any termination of the estate as aforesaid, Lessor may re-enter the leased premises with or without process of law, using such force as may be reasonable and necessary, and remove all persons and chattels therefrom. Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of the terms of this Lease. All obligations of Lessee shall remain in full force and effect upon declaration by Lessor of termination.

Upon the happening of any one or more of the events as set forth in this Article, the Lessor may at his option, instead of terminating this Lease, elect to retake possession of said premises, in which case the liability of Lessee for rents and charges provided herein shall not be relinquished, diminished or extinguished for the balance of the term of this Lease,



unless said term is sooner terminated as herein provided. It is further understood that Lessee will pay in addition to the rent and other sums agreed to be paid hereunder, such additional sums as the court may judge reasonable as attorney's fees for the collection of the rent due Lessor hereunder provided Lessor prevails in such suit or action. In such even, Lessor shall make reasonable efforts to release the premises to a third party. Any rents received for the lease of said space during the balance of the lease term shall be credited against any obligation of Lessee.

In the event of re-entry by Lessor by reason of termination of this Lease or otherwise, any property belonging to Lessee or any person holding by, through or under it, or otherwise found upon the leased premises may be removed therefrom and stored in any public warehouse at the cost of and for the account of Lessee. If Lessee should abandon, vacate or surrender said premises or be dispossessed by process of law, any personal property left upon said premises, after thirty (30) days written notice to Lessee, may be deemed abandoned or, at the option of Lessor, on such reentry Lessor may take possession of any and all furniture, fixtures or chattels in or on said premises and sell the same in whole or in part in any place in the manner and after giving notice, without filing suit, or obtaining any execution order of decree, to the highest bidder for cash with or without said property being present at said sale (Lessee agreeing to make delivery thereof to the purchaser) and applying the proceeds thereof to the payment of costs and expenses of taking and removing said property and the holding of said sale and of rents and amount owing Lessor.

Lessee expressly releases and agrees to hold harmless Lessor and their successors and assigns of all claims, which might exist by reason of the termination of this Lease and removal of the Lessee's property, pursuant to the provisions of this section. In the event of reentry by Lessor, without termination of the Lease, as herein provided, Lessee shall not have the right thereafter to resume possession, but the Lessor may, in such case, at his option, at any subsequent time during the term of this Lease, declare the Lease terminated.

In the event of any breach hereunder by Lessee, Lessor may, after thirty (30) days written notice of such breach, or any time thereafter, if such breach is not cured, without further notice, cure such breach (if still existing) for the account and at the expense of Lessee. If Lessor any anytime by reason of such breach, is compelled to incur any expense, including reasonably attorney's fees, instituting or prosecuting any action or proceeding to enforce Lessor's rights hereon, the sum or sums so paid by Lessor, with interest thereon at the legal rate from the date of payment thereof, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the payment of such respective sum or expense.

**REMEDIES NOT EXCLUSIVE:** The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

17. **SUBORDINATION:** At Lessor's option, Lessee's right under this Lease shall be subordinate to the lien of any mortgage or trust deed placed upon the leased premises, provided that such mortgage or trust deed shall recognize the Lessee's right to the use and quiet possession of the leased premises upon the terms of the Lease as long as Lessee shall not be in default hereunder. However, notwithstanding the foregoing, any other lease of the leased premises whether dated or effective before or after the date of this Lease shall be subordinate in all respects to this Lease. Lessee will, upon request of Lessor or Lessor's mortgagee, execute a certificate in such manner and form as lessor or its mortgagees may request to the effect that this Lease is, if the same be true, in full force and effect, and no default has occurred thereunder and no amendments or other changes have been made in such Lease. Lessee agrees to execute any documents required to effectuate the subordination provided for herein and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead to execute such documents.

18. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or in any manner transfer this Lease or any interest therein, nor sublet said premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it, without the previous written consent of Lessor, such consent not to be unreasonable withheld. Consent by lessor to one or more assignments of this Lease or to one or more subletting of the leased premises shall not operate as a waiver of Lessor's rights under this section to any subsequent assignment of subletting. No assignment shall release Lessee of any of its obligations under this Lease or be construed or taken as a waiver of any of Lessor's rights or remedies hereunder. All such assignments consented to by Lessor shall be made subject to all of the terms and conditions of this Lease. Lessor may assign its interest without consent of Lessee.

19. **TITLE AND POSSESSION:** Lessor covenants and warrants that it has full right and authority to enter into this lease for the full term and all options which are herein granted.

20. **NOTICES AND PAYMENTS:** Whenever under this Lease a provision is made for a notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof if such notice is to Lessee and sent by registered or certified mail, postage prepaid, to Lessor at the address furnished in writing for such purpose; or to the place fixed for the payment of rent. If Lessor or Lessee is more than one person, notice need to be sent to but one Lessee or Lessor, as the case may be. Provide addresses for mailing notices.

All payments to be made under the terms of this Lease by Lessee shall be made to Lessor at the address provided to Lessee as in the case of any other notice.

21. **INDEMNITY AGREEMENT:** Lessee shall indemnify Lessor against all liability, loss, cost, claims, causes of action, damage, or expense sustained by Lessor, including attorney's fees and other expenses of litigation, arising prior to termination of the Lease term and delivery to Lessor of possession of the premises:

- A. On account of or through the use of the leased premises or improvements of any part thereof by Lessee for any purpose inconsistent with the provisions of this Lease.
- B. Arising out of, or directly or indirectly due to, any failure of Lessee in any respect promptly and faithfully to satisfy his obligations under this lease.

Lessee also shall indemnify Lessor against all liens and charges of any and every nature that may at any time be established against the premises or any improvements thereon or any part thereof as a consequence, direct or indirect, or any act or omission of Lessee or as a consequence, direct or indirect of the existence of Lessee's interest under this lease.

22. **OPTION TO PURCHASE:** Any time after 1 year into the lease agreement and before the first 5year Lease term the Lessee will have the right to purchase the property for \$1.7 Million. Lessee will be responsible for any and all costs incurred to initiate and complete any purchase transaction. Lessor has also granted to Lessee a 10 day Right of First Refusal to purchase all or part of the Premises upon terms and conditions set forth in any accepted Offer to Purchase from any legitimate, qualified Buyer. Lessor shall notify Lessee within 12 hours of acceptance of said offer, with the 10 business day right of first refusal to commence upon said Notice. Landlord and Tenant agree to sign a Memorandum of Lease in form attached as Exhibit C, which may be recorded by either party. The cost of such recording will be shared equally by Landlord and Tenant.


23. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the heirs, legal representatives, successors and assigns of all parties. **GOVERNING LAW:** This lease shall be governed by and construed in accordance with the laws of the state of Wyoming.

24. **INVALIDITY:** If any part of this Lease or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid, shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.


IN WITNESS WHEREOF, both parties have read, understood and agree to all terms, statements and conditions of this contract.

DATED this 2<sup>nd</sup> day of Sept, 2016


PRINTED Ariane Jimison for Pizza Corrello LLC  
(Lessee)

SIGNED   
(Lessee)

PRINTED Rachel M. Kalenberg for Pizza Corrello LLC  
(Lessee)

SIGNED   
(Lessee)

PRINTED Rachel M. Kalenberg Personally  
(Lessee)

SIGNED   
(Lessee)

PRINTED Ariane Jimison Personally  
(Lessee)

SIGNED   
(Lessee)

PRINTED John C. Alt  
(Lessor)

SIGNED   
(Lessor)

## Exhibit A

### Common Area Maintenance Fees and Property Expenses

Fees will be assessed monthly in addition to the rent and will be due on or before the 1<sup>st</sup> day of each month. These fees will be based on annual costs divided by 12 months and will be adjusted annually. Lessor will send out an annual report no later than March 1<sup>st</sup> of the following year with the breakdown of all cost included in the fees for the previous year. With that report will be the budgeted fees for the upcoming year that will be due to cover all costs. The following items will be included in the fees with budgeted numbers for the 1<sup>st</sup> year.

1. Property Insurance	\$500.00
2. Property Taxes	\$592.00
3. Personal Property Tax	\$25.00
4. Monthly Fire Protection Monitoring	\$187.13
5. Annual Fire protection inspection	\$20.00
6. Annual Backflow preventer inspection and certification	\$10.00
7. Annual Range Hood Fire Suppression inspection	\$20.00
8. Annual HVAC Inspection	\$25.00
9. Dishwasher Lease	\$95.00
Total	\$1,474.13

## Exhibit B

### Equipment and Personal Property included in the Leased Premises

6 top long tall concrete tables	6
4 top short concrete tables square	7
2 top short concrete tables	6
4 top round concrete table	3
6 top round wood table	2
High Top small round and square tables	5
6 top wood square table	1
Short aluminum chairs	74
High aluminum chairs	12
Stools for hightops	42
48 in Salad Bar cooler	1
POS system with 3 stations	1
50 in TV	6
Picnic Tables	5
Picnic Benches	10
Portable wood Island on wheels	5
Large Hobart Mixer	1
Dishwasher (Leased)	1
3 basin sink	1
baking sheets	1
Leader Prep Refridg Table 72in X 32in	1
deep fat fryers	2
60 in Castle Grill, Burners, and Griddle	1
36 in Convection Oven	1
27 in 2 drawer freezer	1
36 in 2 door cooler	1
3 basin corner sink	1
Proofing Rack 72in X 24in X 18in	1
48in stainless shelving 5 shelves	2
small fridg 24in wide	1
proofing cabinet	1
2 door slider coolers in dry storage	2
chest freezers in dry storage	1
Meat Grinder	1
Shelving units in dry storage	2
French Fry Cutter	1
Soup pot	1
Walk in freezer with shelves	3

Walkin cooler with 3 sets of shelving	1
Digital scale	1
24in X 24in Manitowac ice machine	1
Infrared food warmer 6ft long	1
3ftX5ft prep table	1
Sharp Convection Oven	1
Stainless steel cart	1



**EXHIBIT "C"**

**MEMORANDUM OF LEASE**

This Memorandum of Lease dated the 2 day of September, 2016 is by and between **Prairie Fire Brewing, LLC**, a Wyoming Limited Liability Company in Wyoming ("Landlord") and **Pizza Carrello, LLC**, a Limited Liability Company in Wyoming. ("Tenant").

**WITNESSETH**

WHEREAS, on the 2 day of September, 2016, Landlord and Tenant entered into a written lease agreement (hereinafter referred to as "Lease") for certain premises (the "Premises") located in the City of Gillette, County of Campbell and State of Wyoming, as more particularly set forth in the Lease and described on Exhibit "A" attached hereto; and

WHEREAS, the parties wish to place their interests in the lease as a matter of record.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties agree as follows:


1. The term of the Lease (the "Term") will be for 60 months beginning on the "Commencement Date" as set forth in the Lease and ending on the last day of the 60th full calendar month following the Commencement Date.

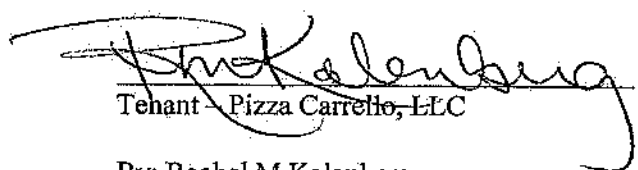
2. Landlord has granted to Tenant an Option to Purchase and 10 business day right of first refusal to purchase all or part of the Premises upon terms and conditions set forth in any accepted Offer to Purchase from any legitimate, qualified Buyer. Landlord shall notify Tenant within 12 hours of acceptance of said offer with the 10 business day right of first refusal to commence upon said Notice. Notice shall be constituted as per the terms of Lease. Option to Purchase and right of first refusal shall be for the term of said lease and shall expire upon expiration of said lease the same.

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

  
Landlord - Prairie Fire Brewing, LLC

By



  
Tenant - Pizza Carrello, LLC

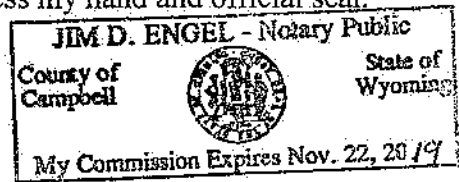
By: Rachel M Kalenberg

STATE OF WYOMING  
COUNTY OF CAMPBELL

The foregoing Memorandum of Lease was acknowledged before me this 2<sup>nd</sup> day of September, 2016, by John C AIT known by me as authorized member of Prairie Fire Brewing, LLC.

My commission expires Nov 22, 2019. Witness my hand and official seal.

Notary Public: [Signature]



STATE OF WYOMING  
COUNTY OF CAMPBELL

The foregoing Memorandum of Lease was acknowledged before me this 2<sup>nd</sup> day of September, 2016, by Rachel M Kalenberg personally known by me as authorized member of Pizza Carrello, LLC.

My commission expires Nov 22, 2019. Witness my hand and official seal.

Notary Public: [Signature]

