

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	H1429		
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk

License

Fees Annual Fee: \$ 500.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ 15.00

Local License #: 22
 Date filed with clerk: 01 / 23 / 2024
 Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
02/07/2024 & 02/14/2024
 Public Hearing Date: 02 / 26 / 2024

Publishing Fee Direct Billed to Applicant:

License Term: 4/1/2024 Through 3/31/2025
 Month Day Year Month Day Year

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

Applicant (Business Name): THE DEPOT LLC

Doing Business As (DBA) / Trade Name: THE DEPOT

Building to be licensed / Building Address: 100 E WALNUT
DOUGLAS, WY 82633 CONVERSE

Local Mailing Address: 100 E WALNUT
DOUGLAS, WY 82633

Local Business Telephone Number: (307) 358-9999 Fax Number:

Business E-Mail Address: thedepotdouglas@gmail.com

Business Primary Contact: Linda York
 First Name Last Name

FILING IN: CITY OF DOUGLAS FILING AS: LIMITED LIABILITY COMPANY (LLC)

TYPE OF LICENSE OR PERMIT: RESTAURANT LIQUOR LICENSE

RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)

ON-PREMISE BAR | OFF-PREMISE PACKAGE STORE | ON & OFF PREMISE BAR & PACKAGE STORE

SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

FULL TIME MONTHS OF OPERATION from _____ to _____ All Year (Jan-Dec)
 SEASONAL DAYS OF WEEK OF OPERATION: from Mon to Sat Every Day (Mon-Sun)
 NON-OPERATIONAL / PARKED HOURS OF OPERATION from 11am to 10pm 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. YES (own)
- (b) The Applicant **LEASES** the licensed building. YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. YES NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page 1 paragraph 3.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages: located, on page 1 paragraph 4.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? [] YES [X] NO

(b) If the answer was YES to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? [] YES [X] NO
(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? [] YES [X] NO
(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? [] YES [X] NO
(d) If the answer was YES to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? [] YES [] NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? [] YES [] NO
1. If YES to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? [] YES [] NO
2. If NO to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ 90,210 (9.7 %)
(Line 2) Food Sales: \$ 841,469 (90.3 %)
(Line 3) Gross Sales: \$ 931,679 (100 %)
(Line 1 + Line 2 must = Line 3)

(b) Is a copy of the valid food service permit or the approved permit application attached? [] YES [] NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
(Line 2) Food Sales: \$ _____ (_____ %)
(Line 3) Entertainment Sales: \$ _____ (_____ %)
(Line 4) Gross Sales: \$ _____ (_____ %)
(Line 1 + Line 2 + Line 3 must = Line 4)

(b) Is a copy of the valid food service permit or the approved permit application attached? [] YES [] NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

(a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? [] YES [] NO (W.S. 12-1-101(a)(xix))

(b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? [] YES [] NO (W.S. 12-2-201(a))
If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) [] YES [] NO
(b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) [] YES [] NO
(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) [] YES [] NO
(d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) [] YES [] NO
(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) [] YES [] NO
1. If YES to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? [] YES [] NO
2. If NO to (e) (1.), please attach a copy of the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? YES NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? YES NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? YES NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? YES NO
 - 1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) YES NO
 - 2. If **YES** to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? YES NO
 - 3. If **NO** to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the social club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? YES NO
 - 1. If **NO** to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? YES NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

**Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)**

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</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 within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation - Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Rodney York	1-18-67	35596 Northern Dr	541-570-6367	13	50%		
Linda York	5-30-70	Brownsville, OR 97327	541-570-6365	13	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 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"/>

REQUIRED ATTACHMENTS

- A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

) SS.

COUNTY OF Converse)

Signed and sworn to before me on this 19th day of January, 2024 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|-----------------------------------|--------------------------------------|------------------------|
| 1) | <u>[Signature]</u>
(Signature) | <u>Rodney York</u>
(Printed Name) | <u>Member</u>
Title |
| 2) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |

Witness my hand and official seal:

[Signature]
Signature of Notary Public

(SEAL)



My commission expires: 03-08-25

MY COMMISSION EXPIRES MARCH 08 2025
COUNTY OF CONVERSE WYOMING
DYLAN DAVIDSON - NOTARY PUBLIC

LEASE AGREEMENT
100 E. WALNUT ST. DOUGLAS

1. **PARTIES.** This lease, effective as of January 1, 2023, is made by and between Mark Curtis, an individual (hereinafter called "Lessor"), and "The Depot, LLC", a Wyoming Corporation (hereinafter called "Lessee").

2. **PREMISES.** In consideration of the mutual covenants and agreements set forth herein, Lessor leases to Lessee and Lessee leases from Lessor, for the rental and on the terms and conditions hereinafter set forth, a portion of certain real property which is situated in the City of Douglas, County of Converse, State of Wyoming, with the address 100 East Walnut Street, Douglas, WY 82633.

Lessor shall allow Lessee reasonable access to the building electric lines, feeders, wiring, electrical closets and other conduits, pipes and facilities to accommodate Lessee's telecommunication systems. Lessee's right to the use of and access to the Lessor's facilities shall be without charge, but for the rent provided for herein.

3. **INITIAL TERM.** The initial term of this lease shall be for three (3) years, commencing on May 1, 2023 ("commencement date"), and ending on April 30, 2026, ("termination date") unless terminated sooner by either party under the terms of this lease. Lessee shall give Lessor at least 60 days notice prior to the expiration of the term of its intention to vacate so that Lessor has the opportunity to market and show the space for leasing to another party.

4. **USE.** Lessee shall use the Property for its restaurant business. Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than its use generally for its professional business. Alcohol beverages may be sold upon the leased premises in accordance with State law and City ordinance.

5. **RENT/SECURITY DEPOSIT.** Except as provided herein, Lessee's obligation to pay rent shall commence on the commencement date, payable in advance on the first (1st) day of the month during the term at the following address of Lessor: Durham Investments C/O Mark Curtis 809 South 9th Street, Douglas, WY 82633, or such other address as may be designated by Lessor. Lessee hereby covenants and agrees to pay Lessor \$2315.00 per month payable in monthly installments of \$2315.00 on May 1, 2023, and on the 1st of each month of the Initial Term thereafter. Beginning May 1, 2024, and each year thereafter, rent shall increase by 5% of the previous year. Lessor expects Lessee to pay the rent promptly. If rent is not received by Lessor by the 5th day of the month, Lessee agrees to pay a late fee of \$100.00.

6. **QUIET ENJOYMENT.** Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, without interference or hindrance from Lessor, persons claiming by or through Lessor or other third parties.

7. **LESSOR'S ACCESS TO THE PREMISES.** Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the premises, Lessor shall have the right to enter the Lessee's suite at reasonable times and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the premises, or to show the premises to prospective lessees, and for other reasonably related and lawful purposes.

8. **COMPLIANCE WITH LAWS.** During the term of this lease, Lessor shall comply with any and all applicable laws, ordinances, rules, regulations, orders and covenants, whether promulgated by a state, federal, or municipal body or any other agency or body having jurisdiction over the property.

9. **ALTERATIONS AND FIXTURES.** Lessee shall not, except with Lessor's prior written consent, make or cause to be made any alterations, additions or improvements to the premises. Such alterations, additions or improvements shall not result in making the premises less marketable to tenants after the expiration of this Lease. It is further understood and agreed by and between the parties hereto that if Lessee installs furniture, fixtures or other equipment with the written consent of Lessor, the furniture, fixtures or other equipment may be detached and removed by Lessee at the expiration of this lease, by the lapse of time or otherwise, provided the rent or other charges upon Lessee are fully paid. Such removal shall be accomplished in a good workmanship manner and the premises shall be returned to the same condition as before such furniture, fixtures and equipment was installed.

10. **END OF TERM HOLDOVER.** If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy, and Lessee shall be subject to eviction as a holdover tenant, unless otherwise agreed by Lessor in writing.

11. **SERVICES.** Lessor's Obligations: In addition to providing the plumbing, electrical, heating, ventilating and air conditioning systems in good working order and condition, Lessor shall, at its own cost and expense, provide to Lessee the following services: reasonable costs of trash removal, water, sewer, and landscaping of the exterior.

Lessee's Obligations: Lessee shall, at its own cost and expense, be responsible for procuring the following services: phone installation and charges; gas; electricity; internet charges; janitorial services; snow removal; and all other charges incidental for its use of the property; and all damages caused by Lessee or its guests or invitees to the premises and/or the property.

Lessor reserves the right to stop any service or utility system when necessary by reason of accident or emergency, or until necessary repairs have been completed, provided, however, that in each instance of stoppage, Lessor shall exercise reasonable diligence to eliminate the cause thereof. Except in the case of emergency repairs, Lessor will give Lessee reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Lessee. Notwithstanding anything in this lease to the contrary, if any interruption of services or utility systems exceeds a five (5) day period, for any reason, all rent shall abate until such services or utility systems are restored, to the extent such stoppage or interruption interferes with the conduct of Lessee's business.

12. **MAINTENANCE AND REPAIRS.** Lessor's Obligations: Lessor shall maintain the building and premises in good order and repair, consistent with commercial buildings in Douglas. Lessor shall, at its cost, maintain, repair or replace structural and capital plumbing/electrical improvements, including exterior and interior walls, roof and roofing, foundation, glass, doors, heating, ventilating and air conditioning systems, electrical systems, plumbing, sidewalks, and parking lot.

If Lessor fails to make such repairs or replacements as required in a timely fashion, Lessee, upon notice to Lessor as provided in Section 21, shall have the right to make such repairs or replacements and deduct the costs incurred from rent due hereunder.

Lessee's Obligations: Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural/noncapital repairs thereto as and when needed to preserve the premises in good order and condition. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the premises in as good condition as they were at commencement date, excepting reasonable wear and tear, fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

13. **ASSIGNMENTS AND SUBLEASES.** Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which may be withheld in Lessor's discretion. Should Lessee sublease with Lessor's consent, Lessee shall remain primarily responsible for the terms of this lease and shall collect any rent due from its sub-tenant on its own accord and Lessor shall have no responsibility to attempt collection or otherwise enforce this lease against said sub-tenant.

14. **INDEMNIFICATION AND HOLD HARMLESS.** Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney's fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) the negligence, willful misconduct, or omissions of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended at its expense by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

Lessee agrees that there will be no smoking in the premises, and the premises shall be designated as a no-smoking building by Lessor for all other tenants.

15. **DESTRUCTION OF THE PREMISES/PROPERTY.** If during the term of this lease, the property is destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the property unless the lease is terminated as hereinafter provided. To the extent the premises is not useable for its intended purpose, rent shall abate until such repairs and restoration are made, or until the lease is terminated as hereinafter provided; further provided, however, that if such fire or other casualty is caused by the fault or negligence of Lessee, its employees or agents, Lessee shall not be entitled to any such abatement.

Within thirty (30) days of the date of such damage, Lessor shall provide Lessee with Lessor's anticipated time frame for the restoration. If the damage, whether to the premises alone, another part of the building, or both, renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot or does not restore or repair the property to pre-casualty condition within a period of three (3) months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of three (3) months from the date of such fire

or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

16. **EMINENT DOMAIN**. If any part of the property shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this lease shall cease and terminate as of the date title to the property vests in the condemning authority.

All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the property, shall be the property of the Lessor, whether awarded as compensation for diminution in the value of the leasehold or to the fee of the property or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, an award for the taking of Lessee's trade fixtures or furniture, or an award for moving expenses.

17. **DEFAULT**

Lessor: If Lessor defaults in the substantial performance of any term, covenant, or condition required to be performed by it under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel; all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct the cost and expenses thereof from rent due hereunder; or

(b) Elect to terminate this lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

The aforesaid remedies or rights shall be in addition to any and all rights or remedies available to Lessee at law or in equity.

Lessee

(a) Upon the non-payment of the whole or any portion of rent, or any other payment required to be made by Lessee hereunder, at the time same becomes due and payable, where such failure shall continue for a period of three (3) days after written notice thereof by Lessor to Lessee; or

(b) In the event of a nonmonetary default by Lessee where such failure shall continue or occurs again after a period of ten (10) days after written notice thereof by Lessor to Lessee.

Then upon such default, Lessor may: (a) choose not to re-enter but to hold Lessee responsible for all terms of this lease, (b) re-enter the premises and terminate this lease and hold Lessee responsible for all damages resulting from the breach, including reasonable attorney's fees and costs; or (c) re-enter the premises, keep this lease intact, and attempt to

relet the premises on behalf of Lessee as Lessee's agent, and upon such re-entering the premises, Lessor may relet the premises or any part thereof for such term, on such conditions, and at such rental as Lessor may deem advisable with the right to make alterations and repairs to the premises and no such re-entry shall be considered or construed to be forcible entry or detainer.

18. **SIGNAGE**. Lessee may place sign lettering at the entry of the building and at the rear of the building at its cost identifying its company as it desires.

19. **RULES AND REGULATIONS**. Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises, upon written advance notice to Lessee. Lessee shall observe and comply with such rules, if any, provided that such rules and regulations are consistent with the terms and provisions of this lease.

20. **INSURANCE AND WAIVER OF SUBROGATION**. Lessee, at its own expense, shall maintain during the term of this lease commercial general liability insurance in a combined single limit of \$1,000,000 bodily injury (including loss of life), and property damage arising in any one occurrence.

Lessor, at its own expense, shall maintain during the term of this lease a fire, extended coverage or all risk property insurance policy for the full replacement cost of the Building only and not the contents or property of Lessee. Lessee waives its rights of recovery against Lessor for any loss insured by a fire, extended coverage or all risk property insurance policy and the insurance carriers of Lessor and Lessee shall waive all right of recovery by way of subrogation against either party in connection with any damage covered by such insurance policy.

21. **ATTORNEY'S FEES**. If either party herein brings an action to enforce the terms of this lease, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs to be paid by the non-prevailing party.

22. **SUCCESSORS AND ASSIGNS**. Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective subsidiaries, affiliates, heirs, legal representatives, successors and assigns. In the event the Lessor should sell the property, including the premises, the sale shall include full assignment of the terms and conditions of this lease.

23. **HEADINGS**. The titles and headings of this lease are for convenience and reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

24. **GOVERNING LAW**. This lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

25. **ENTIRE AGREEMENT**. This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessor and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

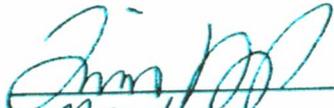
26. **NOTICES**. The parties can be notified by certified or registered mail or overnight delivery service with verification of delivery as follows:

Lessor: Durham Investments LLC
C/O Mark Curtis
809 S. 9th Street
Douglas, WY 82633
Phone: (307) 351-9477

Lessee: The Depot, LLC
100 E. Walnut St.
Douglas, WY 82633
Phone: (541) 570-6365

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

LESSOR: 
BY: 
TITLE: President / Durham

LESSEE: 
BY: 
TITLE: Member

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES**

2219 CAREY AVE

CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2691

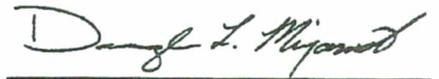
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable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

Issued to:

THE DEPOT, LLC
100 W WALNUT ST
DOUGLAS, WY 82633

EXPIRATION DATE: 9/7/2024

THE DEPOT, LLC
ROD YORK
100 E WALNUT ST
DOUGLAS, WY 82633



Director of Dept. of Ag

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