



Board of County Commissioners - Staff Report

Meeting Date: November 15, 2016

Submitting Dept: County Clerk

Presenter: Shelley Fairbanks

Subject: Transfer of Retail Liquor License for Jackson Hole Hospitality Group

Statement / Purpose:

Transfer of ownership of a restaurant liquor license from Rising Sage Café Services Inc. to Jackson Hole Hospitality Group.

Background / Description (Pros & Cons):

On October 11, 2016, an application was filed with the Teton County Clerk by Jackson Hole Hospitality Group dba Palate for a transfer of ownership from Rising Sage Café Services Inc. dba Rising Sage Café due to a change of contract with the National Museum of Wildlife Art. Notice of the possible transfer was published for 2 consecutive weeks in the Jackson Hole News & Guide beginning November 2, 2016.

Stakeholder Analysis & Involvement:

Fiscal Impact:

\$100.00 transfer fee for FY 2016-2017

Staff Impact:

None.

Legal Review:

The application was sent to Keith Gingery and Erin Weisman, Deputy County Attorneys and Jennifer Anderson, Code Compliance Officer in the Planning/Building Department. It was also sent to the Wyoming Liquor Division and has been certified complete.

Staff Input / Recommendation:

The County Clerk's office recommends the transfer be approved.

Attachments:

Attached is a copy of the Transfer of Ownership application.

Suggested Motion:

I move to approve the transfer of ownership for a restaurant liquor license currently belonging to Rising Sage Café Services, Inc. dba Rising Sage Café to Jackson Hole Hospitality Group dba Palate for the period of November 15, 2016 – January 6, 2017.

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 10 / 11 / 10
 Annual Fee 100.00 Prorated Fee _____
 Basic Fee: \$ _____
 Add'l Dispensing Room \$ _____
 Fee: \$ _____
 Transfer Fee: \$ _____
 Total License Fee Collected \$ _____
 Publishing Fee Collected: \$ _____
 Publishing Direct Billed:
 Advertising Dates (2 wks): 11/2/10 - 11/9/10
 Hearing Date: 11 / 15 / 10
 LICENSE TERM: 11 / 15 / 2016
 Through: 1 / 06 / 2017

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

Formerly Held by: Rising Sage Cafe Services Inc
 Applicant: Jackson Hole Hospitality Group
 Trade Name (dba): Palata
 Premise Address: 2020 Rungius Rd
 City: JACKSON State: WY Zip: 83001
 Mailing Address: PO Box 4196
 City: Jackson State: WY Zip: 83001
 Business Telephone Number: (307) 204-1020
 Fax Number: _____
 E-Mail Address: gwaning@gatherj.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 FOR</p> <input type="checkbox"/> NEW <input checked="" type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <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"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a) <u>10-4</u>
<p>FILING IN (CHOOSE ONLY ONE)</p> <input type="checkbox"/> CITY OF _____ <input checked="" type="checkbox"/> COUNTY OF <u>TETON</u>	<p>FILING AS (CHOOSE ONLY ONE)</p> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LLP	

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: 1090 soft room in NE corner of kitchen

(b) If Winery or Microbrewery, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG: _____

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

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

SE 14 Sec 14, Sec 10, T4N, R10W Teton County WY

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

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

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

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection therewith: _____
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a) W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. 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

LIMITED RETAIL (CLUB) LICENSE:

14. 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

LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? YES NO
- (i) **(THE PETITION MUST BE ATTACHED TO APPLICATION)**
Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

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

Each individual or partner must complete this section.

If the applicant is filing as a Club:

Each officer must complete this section.

		DONOT LIST PO BOXES										
True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	YES	NO	YES	NO	YES	NO
<i>Stame Swain</i>	<i>7/27/71</i>	<i>135 Gros Ventre</i>	<i>658-220</i>	<i>NO</i>	<i>NO</i>	<i>NO</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<i>YES</i>	<i>YES</i>	<i>YES</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<i>NO</i>	<i>NO</i>	<i>NO</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<i>YES</i>	<i>YES</i>	<i>YES</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<i>NO</i>	<i>NO</i>	<i>NO</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<i>YES</i>	<i>YES</i>	<i>YES</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<i>NO</i>	<i>NO</i>	<i>NO</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

		DONOT LIST PO BOXES									
True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	YES	NO	YES	NO
<i>Stame Swain</i>	<i>7/27/71</i>	<i>135 Gros Ventre</i>	<i>658-220</i>	<i>New</i>	<i>100</i>	<i>NO</i>	<i>NO</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
						<i>YES</i>	<i>YES</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<i>NO</i>	<i>NO</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<i>YES</i>	<i>YES</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<i>NO</i>	<i>NO</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<i>YES</i>	<i>YES</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

SS.

COUNTY OF Teton

Before Me, Shelley D. Fairbanks, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

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

Graeme Swain name he/she being first duly sworn

(Insert Names)

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

(Seal)



[Handwritten Signature]

1. _____
2. _____
3. _____
4. _____

My Commission expires: 10/25/19

Witness my hand and official seal:

Shelley D. Fairbanks
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 10/11/2016

REQUIRED ATTACHMENTS:

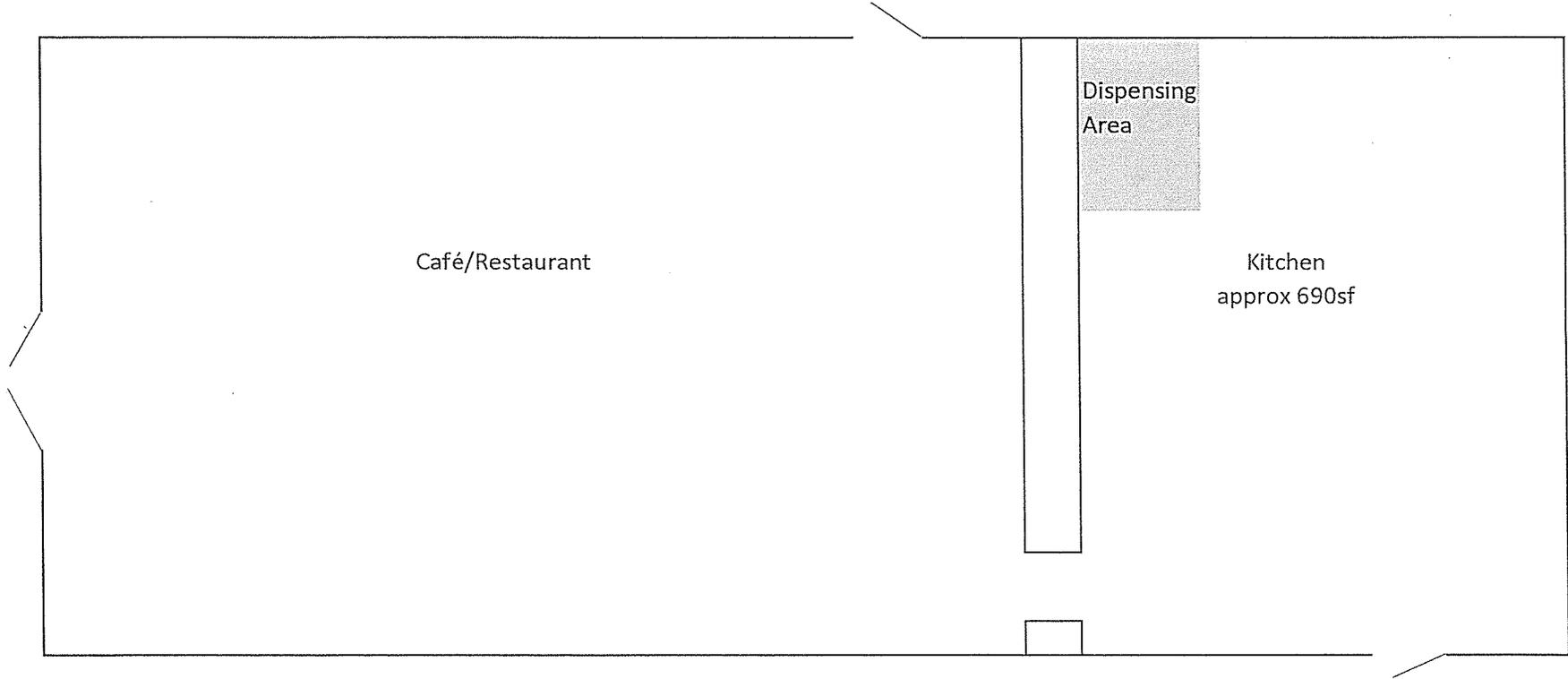
- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

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

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

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

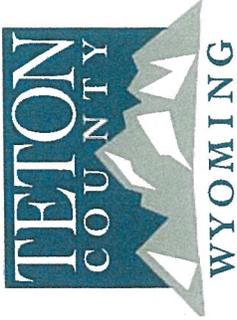
Rising Sage Café
Dispensing Room



Café/Restaurant

Dispensing
Area

Kitchen
approx 690sf



October 11, 2016

RE: Environmental Health Food License for Palate Restaurant at 2820 Rungius Rd, Jackson WY.

www.tetonwyo.org/ph

To whom it may concern:

This letter is verify that Jackson Hole Hospitality Group LLC dba Palate has been in contact with our office to initiate the process of applying for a food license.

PO Box 937
460 East Pearl Avenue
Jackson, Wyoming 83001

Once the facility renovation and application process is complete, the license will be in effect for the restaurant establishment to be located at 2820 Rungius Rd. within the National Museum of Wildlife Art.

Administration

ph: 307.732.8462
fax: 307.733.8747

Please contact me if you need any further information or have questions.

Thanks,

A handwritten signature in cursive script that reads "Emily Freeland".

Emily Freeland, MS, REHS
Teton County Environmental Health

**Emergency Preparedness
& Response**

ph: 307.732.8446
fax: 307.733.8747

Environmental Health

ph: 307.732.8490
fax: 307.732.8491

**Nursing & Clinical
Services**

ph: 307.733.6401
fax: 307.733.8747



NATIONAL MUSEUM of WILDLIFE ART

www.wildlifeart.org • Phone: 307-733-5771 • 800-313-9553 • Fax: 307-733-5787
Box 6825 • Jackson Hole, WY 83002 • 2820 Rungius Road • Jackson Hole, WY 83001

October 11, 2016

Teton County
Shelly Fairbanks – Deputy County Clerk, Accounting
PO Box 1727
Jackson, WY 83001

RE: Transfer of Liquor License – Jackson Hole Hospitality Group, DBA Palate

Dear Shelly,

The National Museum of Wildlife Art will be executing a lease/contract with Jackson Hole Hospitality Group, DBA Palate to provide all restaurant and catering services located at 2820 Rungius Rd, Jackson, WY 83001. The lease commences on November 1, 2016 for an initial term of five (5) years.

Current Restaurant Liquor License #3360 is held by Rising Sage Café Services, Inc. DBA Rising Sage Café. Licensed dispensing room (s) description on the license is for 690 SQ FT ROOM IN THE NE CORNER OF KITCHEN located at 2820 Rungius Rd, Jackson WY. Jackson Hole Hospitality Group, DBA Palate will be using same room as described on license #3360.

We are respectfully requesting a transfer of the Restaurant Liquor License for this location from Rising Sage Café Services, Inc. DBA Rising Sage Café to Jackson Hole Hospitality Group, DBA Palate

Sincerely,

Wendy Merrick
Events Manager

COMMERCIAL LEASE AGREEMENT
(Wildlife Museum -- Food and Beverage Services)

This Commercial Lease Agreement (“**Agreement**”) is entered into on October 15, 2016, in relation to a November 1, 2016 Commencement Date as provided for below, between the undersigned Landlord and the undersigned Tenant.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

The following terms are defined as set forth in this section:

“**Tenant**” means Jackson Hole Hospitality Group, LLC, a Wyoming limited liability company DBA Palate

“**Landlord**” means National Museum of Wildlife Art of the United States, a Wyoming non-profit corporation.

“**Guarantor**” means Graeme Swain, and Christine Witherspoon, who have entered into the Guaranty attached as **Exhibit I** (the “**Guaranty**”).

“**Building**” means the “National Museum of Wildlife Art” located on Highway 89 North across from the National Elk Refuge in Teton County, Wyoming,

1. Lease of Premises; Rights of Access. Landlord hereby leases to Tenant for the Term the premises (the “**Premises**”) located in Teton County, Wyoming, described as follows:

The food preparation area, food service area and basement storage area at the Landlord’s facility that is located in the Building as identified on the diagram attached as **Attachment A**, being approximately 2,202 square feet shown on **Attachment A**, together with the restaurant equipment listed on **Attachment C** hereto (the “**Leased Equipment**”), on the terms set forth in this Agreement for the purpose of operating a restaurant and catering business in accordance with the terms set out below.

1.1 Tenant Access. Tenant shall have the right of ingress to and egress from the Premises and use of and access to the following supporting areas in and around the Building: the employee parking area, a storage area, trash collection area, the loading dock area and the elevator in the Building during normal business hours or as otherwise may specifically be agreed to with authorized officials of the Landlord. For purposes of this **Section 1** (as opposed to the required operating hours in **Section 6**), normal business hours shall be from 9:00 a.m. to 5:00 p.m. on a daily basis. Tenant shall make reasonable efforts to limit deliveries to the loading dock area to morning hours prior to 11:00 a.m., weather permitting, and to times reasonably before catered events. Tenant will exclude its employees from all other parts of the Building except the Premises and those areas of the Building, which are integral to the support of the operation of the Premises. Tenant shall keep all Building internal and external areas accessed by Tenant or its agents and contractors undamaged and free of any refuse caused by any action of Tenant or its agents or employees.

1.2 Office. Tenant shall have the right to an office space of at least 140 square feet within the Building, which office space may be relocated from time to time by Landlord and which may be communal with other parties. Tenant shall keep such office space clean.

1.3 Loading and Storage. All food and beverage and service products shall be delivered to the loading dock area and transported via the service basement to the Premises, unless permission for deliveries otherwise has been given by the Director of the Landlord or his designee as provided in **Section 6.7** hereof. All food and beverage and service products shall only be stored within the Premises.

1.4 Early Access. From and after the date of this Agreement and continuing up and until the Commencement Date (the "**Temporary Term**"), Landlord shall permit Tenant to enter into the Premises for the purpose of preparing the Premises, completing Tenant Improvements (as defined in **Section 8**) and otherwise preparing for operations within the Premises. Tenant agrees that any such entry onto the Premises during the Temporary Term shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, except as to the covenant to pay Rent. Tenant further agrees that Landlord shall not be liable in any way for any injury or death to any person or persons, loss or damage to any of Tenant's property on the Premises or loss or damage to property placed thereon prior to the Commencement Date, the same being at Tenant's sole risk.

2. Lease Term; Renewal Term; Rights of First Refusal of Tenant. The lease term will commence on November 1, 2016 (the "**Commencement Date**"). The initial lease term ("**Initial Term**") shall be for the period commencing with the Commencement Date and continuing through December 31, 2021. Tenant shall have the right to one (1) renewal term of five (5) years subsequent to the Initial Term (the "**Renewal Term**," and with the Initial Term, the "**Term**"). In order to be able to exercise the Renewal Term, (i) Tenant shall have given Landlord at least 180 days written notice prior to the expiration of the Initial Term that Tenant is exercising the Renewal Term, and (ii) Tenant shall not be in default at the time of exercise of the right to renew the term of this Agreement and at the commencement of the Renewal Term. The Renewal Term shall be on all other terms set forth in this Agreement other than that there shall only be one Renewal Term. The Renewal Term rights shall be personal to the named Tenant in this Agreement and may not be assigned. The Term is subject to the Landlord and Tenant termination rights set forth in **Section 4**. Notwithstanding the foregoing, Landlord may, by written notice (a "**Coverage Termination Notice**") to Tenant within 30 days of Tenant's written notice to exercise the Renewal Term, cancel Tenant's right to the Renewal Term in the event that, in Landlord's reasonable discretion, the Percentage Rent actually received by Landlord during the Initial Term does not provide Landlord with reimbursement for all costs of Landlord in relation to the Premises, the Landlord-Replacement Leased Equipment and the Leased Equipment, and a reasonable profit or rental income in relation to the Premises, if Landlord and Tenant are unable to negotiate a revised amount of Percentage Rent acceptable to both parties within 25 days of Landlord's delivery of a Coverage Termination Notice (such termination to be effective, if at all, after 25 days of negotiation if the parties are unable to negotiate a revised amount of Percentage Rent). In the event that Landlord does not provide a Coverage Termination Notice within 30 days of Tenant's written notice to exercise the Renewal Term, Landlord shall have no further right to terminate the Renewal Term.

2.1 ROFR after Renewal Term. So long as Tenant is not in default and this Agreement is in full force and effect, Tenant shall have a right of first refusal to lease the Premises from and after the expiration of the Renewal Term, which shall mean that Tenant shall have 15 days to respond by executing a binding agreement memorializing any lease terms

proposed by Landlord for a subsequent rental, or Tenant shall be deemed to have waived any right to lease the Premises on such terms, and Landlord may freely market such terms to any party and enter into lease terms so long as the rental rate (on a percentage or flat fee) is at least 98% of what was offered to Tenant.

2.2 ROFR as to Dining Expansion Space. Tenant shall have a right of first refusal to lease any expansion of the Premises or any new dining, catering or beverage service locations within the Building, as it may be expanded (a “**Dining Expansion**”), which shall mean that Tenant shall have 60 days to respond by executing a binding agreement memorializing any lease terms proposed by Landlord for a Dining Expansion, or Tenant shall be deemed to have waived any right to lease the Dining Expansion area on such terms, and Landlord may freely market such terms to any party and enter into lease terms so long as the rental rate (on a percentage or flat fee) is at least 98% of what was offered to Tenant.

3. Rent. Tenant shall pay to Landlord Rent for the Premises during the Term as set forth in this section. Rent shall be eight and one-half percent (8.5%) of Gross Food and Beverage Sales (“**Percentage Rent**”). “**Gross Food and Beverage Sales**” means the actual sales prices of all food and beverages sold and the actual charges for all catering services performed, with the exception of pass-through items, by Tenant in, at, from, or arising out of the use of the Premises, including, but not limited to catering events that may be held in relation to the Building at other locations, such as the houses of Board Members of the Landlord, without reserve or deduction for inability or failure to collect. Any deposit not refunded shall be included in Gross Food and Beverage Sales. Each installment or credit sale shall be treated as a sale at the full price in the month during which such sale is made, regardless of whether or when Tenant receives payment therefor. “Gross Food and Beverage Sales” shall not include (i) amounts collected and paid by Tenant as sales or excise taxes, (ii) the amount of any discounts on sales to Landlord employees or members (**Section 6.5** hereafter), and (iii) fees paid by third party catering services for use of the Premises (**Section 6.6** hereafter), as long as such fees do not exceed Tenant’s “Actual Costs” of operating and cleaning the Premises to such third party caterer. To the extent that the fee charged by Tenant to third party caterers exceeds the Actual Costs, such fee in excess of the Actual Costs shall be included in Gross Food and Beverage Sales. “**Actual Costs**” shall mean all directly attributable and an apportioned amount of fixed costs, which are incurred by the Tenant during such time as the third party caterers are at the Building, if Tenant has, in its discretion waived Tenant’s exclusivity pursuant to Section 6.6. Actual Costs shall be calculated as an hourly rate as computed by the Tenant’s independent bookkeeper in conjunction with the annual audit of Tenant. The independent bookkeeper shall use standard cost accounting procedures to arrive at an hourly figure for such Annual Costs.

3.1 Rent Payment Dates. Percentage Rent shall be due and payable on the fifteenth (15th) day after the close of each calendar month during the Term in relation to all Gross Food and Beverage Sales for the prior calendar month. For the period of the Commencement Date through April 30, 2017, Percentage Rent shall only be charged on events catered by Tenant or, less Actual Costs, fees paid by third party catering services for use of the Premises.

3.2 Rent Reports. Within fifteen (15) days after the close of each calendar month, Tenant will submit a written and signed report to Landlord showing the Gross Food and Beverage Sales made in the preceding calendar month and year to date. The report should provide details broken down by catered events and restaurant services.

3.3 Annual Rent Accounting and True-up. Within sixty (60) days after the close of each calendar year, Tenant shall deliver to Landlord a written report signed by Tenant, showing Gross Food and Beverage Sales made in the preceding calendar year. The final determination of Percentage Rent payable to the Landlord shall be based on this report, subject to audit under **Section 3.4** below. In the event that the Gross Food and Beverage Sales have been understated by the Tenant for the previous calendar year, Tenant shall pay to the Landlord the additional Percentage Rent due on such understatement within ten (10) days of the determination of the understatement. In the event that the Gross Food and Beverage Sales have been overstated by the Tenant for the previous calendar year Landlord shall repay to the Tenant the overpayment of Percentage Rent due to such overstatement within ten (10) days of the determination of the overstatement. The report should provide details broken down by catered events and restaurant services.

3.4 Rent Audits. The Landlord shall have the right to inspect and/or engage a third party independent auditor to audit the books and records of Tenant, which relate to the operation of the Premises. Such inspection and/or audit may be conducted on an annual basis or more frequently upon five (5) days advance written notice to Tenant. Such notice shall designate the amount of time anticipated to complete such inspection and/or audit and a suggested location to complete such inspection and/or audit. In the event that the Landlord's audit shows that Tenant has underpaid Percentage Rent for a given year or period by more than three percent (3%), then the cost of the audit shall be paid for by Tenant within five (5) days of written demand.

4. Periodic Review; Performance Standards; Landlord and Tenant Termination Rights. Landlord and Tenant wish to review periodically Tenant's operations and to make any adjustments or revisions to this Agreement for the ensuing calendar year as may be necessary. Unless otherwise necessary, Landlord and Tenant shall meet annually during the fourth quarter to review operations of the Premises including, but not limited to, the quality and efficiency of the food and beverage service operations.

4.1 Landlord Termination Right. Landlord shall have the right to terminate this Agreement in the event that the restaurant and catering services are not meeting the Performance Standard set forth in this Section if (i) Landlord has given written notice to Tenant that Tenant is not meeting the Performance Standard, and (ii) Tenant has not caused its operations to meet the Performance Standard within 30 days of notice from Landlord. The "**Performance Standards**" are (a) meeting the required operating hours set forth in **Section 6.3**, except in the event of casualty or refurbishment as permitted by Landlord in its discretion, (b) the operations not receiving complaints or having other quality issues sufficient, in Landlord's reasonable judgment, that indicate an ongoing quality issue, (c) operation in compliance with all material laws.

4.2 Tenant Termination Right. So long as Tenant has performed all of its obligations under this Agreement through the time of notice under this Section and the time of termination, on 180 days' prior written notice, Tenant may terminate this Agreement by written notice to Landlord, provided, however, that in no event shall any termination occur within the period of June 1 through September 30 of a year, without Landlord's consent, and any termination notice under this Section must be at least 180 days prior to any termination and provide for a termination date that is not within that period.

4.3 Termination Provisions. In the event of a termination under this **Section 4**, all obligations of the Landlord and Tenant as to the period prior to termination shall survive the termination.

5. Use of Premises. The Premises may be used only for the following purposes and no others: a restaurant in the Building, catering and other related food services at the Building, including sales of alcoholic beverages. Tenant will obtain the applicable alcoholic beverage license which shall permit service or sales of alcoholic beverages in their original containers on a non-professional basis and by the glass in the Premises or to such other locations on the Landlord's property as may be designated by the Landlord where Tenant may be requested to serve or sell alcoholic beverages from time to time due to special events at the Building.

5.1 Prohibited Uses. In no event shall the Premises be used for catering or food or beverage preparation or staging for any operations other than at the Building, except with Landlord's prior written consent in Landlord's sole discretion.

6. Standards and Security. Tenant will operate the Premises for the use and benefit of the public and to furnish service on a fair, equal and nondiscriminatory basis to all users. Tenant acknowledges that the premises are part of a museum and understands that the mission and goals of the Landlord as determined by the Landlord's Board of Trustees guide the Landlord's decision to enter into this contract and that the Landlord controls the aesthetics of the area. Landlord shall have the right to disapprove of any display, decoration, or promotion placed upon or connected to the Premises and Tenant shall immediately remove any such articles which have been disapproved by Landlord. Tenant shall at all times maintain the Premises in a condition compatible with the Building. Tenant shall maintain the security of the Premises and shall secure all entry by agents and employees to the Building.

6.1 Operation Standards: Tenant Funds Operations. Tenant will provide, maintain, train and supervise a staff of qualified employees adequate at all times to fulfill its obligations under this Agreement. All employees and independent contractors necessary for Tenant's use of the Premises and to fulfill Tenant's obligations under this Lease shall be at Tenant's sole cost and expense, including the payment of all withholding and other taxes, any obligation to provide benefits, including, but not limited to, health insurance. In no event shall any worker at the Premises be deemed an employee of Landlord. Tenant shall conform to any operating policies and procedures established by Landlord and Tenant's employees shall conform to all Landlord personnel rules and regulations, including any appearance and dress codes. Tenant, at Tenant's cost, will provide and install sufficient fixtures, furniture and equipment to meet the Landlord's demand for the services offered, except that Landlord shall provide the Leased Equipment listed on **Attachment C** and will provide the Tenant with the Tenant Improvement Allowance as provided in **Section 8**. Specifically, but without limitation of the foregoing, Tenant shall provide all pots and pans etc., china, flatware, glassware, smallwares and linens. Further, Tenant shall solely fund any operating losses or operational costs necessary to operate the required food and beverage and catering service under this Agreement except for replacement or repair of Landlord-Replacement Leased Equipment (see Attachment C) on the terms of this Agreement.

6.2 Operating Relationship. Tenant and Landlord agree to follow the guidelines on **Attachment D** – Revenue Event Organization and Management.

6.3 Operating Hours. The normal operating hours for the restaurant on all days that the Building is open for business shall be:

May 1 – April 30:	11:00 am to 3:00 pm
Sundays – Dec 1 – Mar 31:	11:00 am to 3:00pm

The restaurant operations will be closed on the first Monday of April – April 30th and November 1st – 30th each year, unless Landlord and Tenant agree otherwise. Catering services will still be provided year round depending on customer needs even when the restaurant operations are closed pursuant to this section. Upon mutual consent of Landlord and Tenant, the normal operating hours may be modified from time to time.

6.4 Lunch Hours. Tenant will provide a luncheon menu from 11:00 a.m. to 3:00 p.m.. Tenant will obtain the prior approval of Landlord of all items offered for sale by Tenant in the restaurant, which shall not be unreasonably withheld.

6.5 Prices. Tenant will charge fair, reasonable and nondiscriminatory prices and will obtain the prior approval of Landlord for general pricing. Tenant will accept cash, traveler's checks and credit cards at least consistent with the practices of the Landlord. Tenant may and, upon reasonable request of Landlord, shall offer reasonable and nondiscriminatory 30% discounts, except on alcoholic beverages to employees of the Landlord. Members of the Landlord's museum operations shall be entitled to a 20% discount, except on alcoholic beverages. The discounts shall be reviewed in the periodic review under the provisions of **Section 4** above. In relation to alcohol or food that has been donated to the Landlord for a museum event that is to be catered by Tenant, Tenant may (i) charge a \$5.00 per guest fee for liquor services as to the donated liquor, which shall be inclusive of any expenses related to alcohol and non-alcoholic bar necessities, e.g., mixers, garnishes and sodas, and (ii) charge a reasonable per guest fee for food services as to the donated food. Any unused, donated alcohol shall be delivered to Landlord immediately following the event.

6.6 Exclusivity. Tenant shall have the exclusive right during the Term to provide catering services for Landlord, for events inside the Building, on the Building grounds or any contracted Landlord event off-site. The prices to be charged to Landlord for such exclusive catering by Tenant shall be no greater than prevailing market rates.

6.7 Communication. Landlord and Tenant acknowledge the potential for well-meaning people to offer suggestions as to the operations of the restaurant. Nevertheless, Tenant is entitled to look only to the Director of Landlord, or such other person or persons as designated by the Landlord's Board of Trustees or to the Chairman of the Board of the Landlord for questions or approvals in connection with the Premises as contemplated by this Agreement. Landlord shall be entitled to rely on communications to Tenant's on-site manager, or the Tenant's designee, as effective communications with Tenant.

6.8 Permits and Liquor License. The Premises shall not be used in any matter, which would cause any public or private nuisance or violate any legal requirements applicable to the Premises. Any music or other similar sounds at the Premises will require Landlord's consent. Tenant, at Tenant's cost and expense, shall maintain all licenses and permits necessary to operate the Premises and to serve or sell alcoholic beverages on the Premises in accordance with this Section. Tenant shall adhere to all federal, state and local laws in connection with its operation of the Premises, including but not limited to, all environmental laws

and related regulations. Tenant shall ensure the safety and sanitation of all food and beverage handling, preparation and service.

6.8.1 Liquor License Contingency. Promptly after execution of this Agreement, Tenant shall apply for a restaurant and catering liquor license from Teton County. In the event that the Tenant is unable to obtain a liquor license from Teton County on or before January 1, 2017, Tenant may terminate this Lease and refund to Landlord any portion of the Tenant Improvement Allowance that was disbursed to Tenant and not paid to third party contractors, and neither party shall have any further obligations under this Lease other than the provisions of this section the indemnity obligations under this Lease.

6.9 Naming; Signage; Website; Promotional Materials. The general trade name used by the Tenant for the Premises and all restaurant signage, window treatments and any dress code for Tenant's employees shall be subject to the reasonable approval of Landlord. At Tenant's cost, Tenant shall maintain a website dedicated solely to Tenant's operations at the Building. Landlord and Tenant shall work to obtain signage along Highway 89 naming the restaurant operations of Landlord, such signage to be at Tenant's cost and in no event shall any signage reduce the current size of Landlord's signage or lettering on such signage. In relation to the operations at the Premises and any catering services, all promotional and marketing materials and the website content except social media posts shall be subject to Landlord's prior written consent. All promotional and marketing materials and website content shall be submitted to Landlord at least two weeks in advance of any use, and must reasonably coordinate and blend with Landlord's promotions and marketing materials and the purposes and mission of the Landlord and Landlord shall have 3 business days to approve any such marketing materials. Tenant shall not use the name of the Landlord or the "National Museum of Wildlife Art" in any marketing or promotional materials or otherwise, without the prior written consent of Landlord.

6.10 Inappropriate Serving. Tenant and its employees will use their best efforts to avoid serving alcohol to an intoxicated person on the Premises or on other Landlord's property. Tenant and its employees will also follow the laws of the state of Wyoming regarding the state and dispensing of alcohol and shall not serve alcohol to an individual who is under the legal drinking age.

6.11 Employee Screening. Tenant shall be responsible to take reasonable and necessary steps to ensure that Tenant's agents and employees do not pose a security risk to the operations of Tenant, the Premises or the Building, and Tenant shall conduct background checks on all employees of the Tenant engaged at the Premises prior to allowing them onto the Premises or Building.

6.12 Cancellation of Events. Owner shall not be liable in damages or otherwise for any cancellation of any event scheduled for the Premises or Building or for the interruption or failure to provide utilities, whether such interruption of utilities or cancellation of event is caused by fire, accident, strike, riot, act of God, or the making of improvements or repairs, or for any other cause or reason. Notwithstanding the foregoing, Landlord agrees to give notice to Tenant as far in advance as possible of any such cancellation.

7. Alterations. Tenant shall make no alteration or improvement to the Premises without the express written consent of Landlord, which consent shall not be unreasonably withheld. Any alteration or improvement to the Premises made by Tenant and any fixtures installed as a part thereof, shall become the property of Landlord upon the expiration or sooner termination of this Agreement and shall not be removed by Tenant; provided, however, that

Tenant shall have the right to remove all trade fixtures and personal property installed by Tenant (other than those that constitute Leased Equipment, which shall remain, regardless of whether installed by Tenant or replaced by Tenant) and restore the Premises upon termination of this Agreement, so long as Tenant is not in default with respect to the performance of this Agreement and the Premises are not damaged by such removal.

8. Tenant Improvement Allowance. The term “**Tenant Improvements**” means all improvements, fixtures and equipment to be permanently affixed to the Premises by Tenant or constructed in the Premises by the Tenant, or equipment that is purchased with the Tenant Improvement Allowance, all of which shall only be constructed or purchased by Tenant in accordance with **Attachment B**, the terms of which are incorporated into this Agreement, and the terms of this **Section 8**. The Landlord agrees, subject as herein provided, to reimburse the Tenant the amount of up to \$150,000 (the “**Tenant Improvement Allowance**”). The Tenant Improvement Allowance may be applied by the Tenant toward all costs incurred by the Tenant in connection with the Tenant Improvements in the Leased Premises, including construction costs, architectural, engineering and other consulting fees as provided in **Attachment B** and this Section, as well as for certain Leased Equipment as indicated on **Attachment C**. No part of the Tenant Improvement Allowance may be applied to Percentage Rent or other amounts due under this Agreement, and any excess Tenant Improvement Allowance shall be retained by Landlord. Payment of the Tenant Improvement Allowance shall be further subject to the following:

8.1.1 Draws for TIA. Once each calendar month, the Tenant may present to the Landlord the Tenant's request for payment (“**Draw Request**”) for the percentage such work which has been completed to date (excepting for the final Draw Request, which may be submitted immediately upon the above conditions being met). Each Draw Request shall include the Tenant's certification that the Tenant Improvements covered thereby has been completed, and shall be substantiated by invoices or other evidence of payment for such Tenant Improvements. Within twenty (20) days of the Landlord's receipt of a complete and correct Draw Request, the Landlord shall make payment to the Tenant (or to the Tenant's vendors, subject as hereinafter provided). All Draw Requests covering construction work shall be accompanied by an AIA Application and Certificate for Payment (AIA Documents G702 and G703), certified by the Tenant's architect, and covering only such work as is actually installed in the Premises. All Certificates for Payment shall include full, partial, or conditional releases of lien, as the case may be, and other such documentation as the Landlord may reasonably request. Prior to substantial completion of the Tenant Improvements, all Certificates for Payment shall include retainage of 10% of the value of the work in place. The amount of the retainage shall be disbursed once (i) Tenant is in place and operating and conducting business from the entire Premises, (ii) Landlord has received evidence satisfactory to the Landlord that all contractors, workers, material and service suppliers and all other persons having claims against the Tenant for payment of work done or material or service supplied in connection with the Tenant Improvements have been paid in full, less any retainage or other amounts in the final application for payment.

8.1.2 Payment of TIA; Landlord Inspection Right. The Tenant may request that the Landlord make payment directly to the contractor, supplier, or vendor, or the Landlord may elect, in Landlord's discretion, to do so.. Any such requests shall be included in the monthly Draw Request, and shall be accompanied by the vendor's original invoice for the work. Prior to Landlord's disbursement of any portion of the Tenant Improvement Allowance, Landlord shall have the right to approve the installation of and materials used in Tenant Improvements, which shall be reasonably satisfactory to Landlord prior to a disbursement in relation to specific work or materials.

8.1.3 No Default. In the event that the Tenant is in breach or default of the Lease, including, but not limited to, the express provisions of **Attachment B**, or a breach or default would exist upon the giving of notice, a notice and cure period or a period of time, the Landlord shall have no obligation to make any payment of the Tenant Improvement Allowance, until such time as the breach or default has been cured by the Tenant.

9. Assignment. Tenant may not sell, assign, mortgage, sublease, pledge or otherwise transfer or encumber all or any part of Tenant's interest in the Premises or under this Agreement at any time without the express written consent of Landlord, which shall not be unreasonably withheld. In the event there is a sale of substantially all of the assets of Tenant or a sale of or additional issuance of equity in the Tenant which results in a change in control of Tenant, the right, title, and interest of Tenant hereunder may not be assigned to such new person or entity unless the express written consent of Landlord is obtained, which consent shall not be unreasonably withheld.

10. Taxes and Assessments. Tenant shall be responsible for all personal property taxes relating to Tenant's property in the Premises. Landlord will pay the tax assessments on the Premises and the Landlord's equipment.

11. Liens. Tenant shall not suffer or permit to be enforced against the Premises any materialmen's, contractor's or subcontractor's lien arising from any work done by or on behalf of Tenant. Notwithstanding the foregoing, Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim or demand in a prompt and reasonable manner, but shall fully indemnify and hold Landlord harmless therefrom.

12. Utilities; Refuse and Recycling. Tenant and Landlord shall bear or share costs of utility services at the Building as follows:

- a) Landlord shall pay 100% of the charges for electric power and water furnished to the Building throughout the Term.
- b) Tenant shall keep all trash and garbage in closed containers and shall be responsible for daily trash and garbage removal from the Premises to designated dumpsters and for keeping the dumpster area clean and sanitary. Landlord shall contract for trash and garbage disposal services and Landlord shall pay for one hundred percent (100%) of any charges or fees for dumpster rental and tipping.
- c) Tenant shall pay any charges for any grease interceptor or oil or grease cleaning and disposal and shall separately (from the trash/dumpster/garbage removal discussed above in **Section 12(b)**) contract for the same. Landlord shall cause grease interceptor or oil to be dumped and cleaned by November 11, 2016.
- d) Tenant shall pay for any long distance telephone charges attributable to the Premises.
- e) Tenant shall provide for recycling and shall transport or provide for pickup, at Tenant's own cost, of materials to be recycled.

13. Insurance. Tenant shall maintain in effect and pay the premiums for liability insurance for personal injury, bodily injury and property damage, including but not limited to coverages for premises liability and liquor liability, in an amount not less than TWO MILLION

DOLLARS (\$2,000,000.00) single limit per person and TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. Tenant shall also maintain in effect and pay the premiums for an Umbrella/Excess liability policy in the amount of Five Million Dollars (\$5,000,000.00) with coverages as stated above. Landlord shall be named as an additional insured under said insurance policies of Tenant. The insurance carrier will provide Landlord with a certificate of insurance within 10 days after the execution of this Agreement, automatically within 10 days after the renewal of such insurance, and will provide notification to the Landlord within 10 days of any change in coverages, exclusions or limits.

13.1 Additional Coverages. Tenant shall provide workers compensation coverage for all employees working at the Premises, as well as carry employer's liability insurance. Tenant shall carry automobile liability insurance, business auto coverage form in amounts reasonably required by Landlord. Tenant shall carry product liability coverage, including, without limitation, if liquor or alcoholic beverages is sold and/or consumed on the Premises, "dram shop" coverage or liquor liability coverage or coverage for liability arising out of the consumption of alcoholic beverages consumed on or obtained at the Premises, in amounts generally accepted in the industry for such coverage at the time and reasonably approved by Landlord.

13.2 Landlord Casualty Insurance. Landlord shall provide or cause to be provided standard extended fire and hazard insurance against loss, except flood and earthquakes, on a replacement basis for the insurable value of the Premises including any improvements and fixtures that are the property of Landlord. Tenant shall be responsible for insurance of Tenant's property.

13.3 Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage sustained by either of them, their respective property, the Premises, or its contents or other portions of the Building, but only to the extent that such loss or damage is covered (and to the extent of such coverage) by insurance actually carried by either Landlord or Tenant. To the extent possible, Landlord and Tenant shall each request that their insurance companies waive any and all rights of subrogation that they might have on account of any such loss. The foregoing waivers of subrogation shall be operative only so long as they do not invalidate any such insurance policy or law.

14. Repair and Maintenance. Tenant shall, at Tenant's sole expense, keep the Premises and all Leased Equipment in as good order, good working condition and repair as existing at the commencement date or as subsequently improved, ordinary wear and tear that does not affect the functionality of Premises or any equipment excepted. Landlord shall have all Tenant Replacement Leased equipment listed in **Attachment C** inspected and/or repaired or contracted for repair within 5 business days after Rising Sage/Spring Creek vacating the premise, at the expense of the Landlord as part of the Tenant Improvement Allowance. Kitchen area and hood shall be deep cleaned upon Rising Sage/Spring Creek vacating the premise at the expense of the Landlord. Cleaning solvents and aerosols are subject to approval of Landlord. Maintenance and replacement of Tenant's property shall be Tenant's responsibility. The Leased Equipment on **Attachment C** is divided into two categories, Tenant-Replacement Leased Equipment and Landlord-Replacement Leased Equipment. Replacement of Tenant-Replacement Leased Equipment shall be at the cost and obligation of Tenant. Replacement and repair of Landlord-Replacement Leased Equipment shall be at the cost and obligation of Landlord, other than if the need for replacement is caused by Tenant's (or its agents or employees) incorrect operation, negligence, lack of necessary or advisable routine or preventive maintenance, or intentional damage, and to the extent replacement is required because of such causes, the replacement shall be at Tenant's cost and obligation.

to include all equipment

Tenant shall engage a regular maintenance contract for the restaurant HVAC system (including the hood and make-up air) and regular floor cleaning, at Tenant's cost.

Landlord, at Landlord's expense, shall complete the construction of the ceiling panels in the basement.

Tenant will not be responsible for casualty losses to the Premises covered by Landlord's insurance noted above, except for damages caused by Tenant or its agents or employees. In the case of damage by fire or other casualty to the Premises, if the damage is so extensive as to amount practically to the total destruction of the Premises, then at the option of either party this Agreement shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the Premises (not including Tenant's property, which will be Tenant's responsibility) are damaged by fire or casualty, Landlord at its sole option, may repair the damage with reasonable dispatch, with a fair and reasonable abatement of rent for and to the extent the Premises are not available to Tenant or terminate this Agreement without further liability to Tenant. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, weather, adjustment of insurance, and other causes beyond Landlord's control.

15. Landlord's Right of Access. Landlord and Landlord's representatives may enter the Premises at any reasonable time for the purpose of inspecting the Premises, or performing work and in a manner calculated reasonably to minimize interruption of Tenant's business.

16. Indemnity. Tenant shall fully indemnify and hold harmless Landlord and all agents, employees, trustees, volunteers and affiliates of Landlord, against any and all liabilities and expenses (including reasonable legal fees and costs) directly and indirectly arising from any actual or claimed loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant, Landlord or by any other person or entity at any time using or occupying or visiting the Premises or consuming food or beverage prepared by Tenant. No termination or expiration of the lease term shall affect any indemnities or other obligations of Tenant hereunder for incidents arising during the Term.

17. Default. If Tenant shall default in performing any of its agreements hereunder, and such default shall continue for a period of (i) five (5) days after any payment of rent is due or determined to be due, or (ii) twenty (20) days after written notice thereof is sent or delivered to Tenant as to any other default, or if any bankruptcy, insolvency, reorganization or other similar proceedings are initiated by or against Tenant or the property of Tenant, or if there is a breach or default under the Guaranty, then in any such instance Landlord may terminate this Agreement and obtain possession of the Premises, where all obligations of payment and performance of the Tenant as to any period prior to termination shall survive the termination. The failure of Landlord to take action relating to any default on the part of Tenant shall not be construed as a waiver of said default or any subsequent default. Tenant shall have no rights of setoff or counterclaim or other similar rights hereunder. Landlord shall be entitled to reimbursement from Tenant of any and all reasonable attorneys' fees and collection costs incurred by Landlord in connection with any default of Tenant hereunder, payable on demand. Landlord shall be entitled to a late charge of five percent (5%) of any rent or other amount not received by Landlord within 10 days after written notice of default is given to Tenant, together with interest at the rate of ten percent (10%) per annum on any amount not received within 10 days of such notice (from such tenth day until the date of payment of the overdue amount), all payable to Landlord by Tenant on demand.

18. Right to Perform. If Tenant shall fail to perform any obligation on Tenant's part to be performed under this Agreement, Landlord may perform (in the sole discretion of Landlord and without any requirement to do so) the obligation on behalf of and at the cost and expense of Tenant. In that case, interest at a rate equal to 3% per annum and reasonable attorneys' fees may be collected from Tenant by Landlord on demand.

19. Deposit. Tenant is depositing with Landlord the sum of \$2,500 by May 1, 2017 as a security and cleaning deposit for the full and faithful performance by Tenant of all of the terms of this Agreement required to be performed by Tenant. Said sum shall be returned to Tenant within 30 days after the termination or expiration of the Agreement, subject to appropriate setoffs by Landlord for rents or other charges in arrears or damage suffered by Landlord by Tenant's breach of any terms of this Agreement.

20. Quiet Enjoyment. Landlord will defend Tenant's right to lease the Premises against any adverse claims of third parties.

21. Arbitration. In the event of any dispute arising under this Agreement, either party may demand, by written notice to the other, that the controversy be submitted to arbitration. Such arbitration shall be effected by arbitrators selected as hereinafter provided and shall be conducted in accordance with the rules existing at the date thereof of the American Arbitration Association.

If the parties so agree, the matter shall be referred to a single arbitrator acceptable to them. If the parties do not so agree, the matter shall be referred to a board of arbitration consisting of three disinterested parties, one appointed by the Landlord, one appointed by the Tenant and, these two shall promptly select a third arbitrator. In the event that the third arbitrator is not selected promptly by the arbitrators designated by the parties, he shall be designated by the American Arbitration Association under its current rules pertaining to commercial arbitration.

Within 30 days after the last arbitrator is designated, the arbitrator(s) shall meet, hear the views of each party and decide the issue between the parties. The parties shall be bound by the decision of a majority of the arbitrators and agree to abide thereby without having the right to appeal to any court or other tribunal, any such rights of appeal being hereby expressly waived. The arbitrators may award attorneys' fees and costs to the prevailing party in their discretion.

Each party agrees to be responsible for one-half (1/2) of the fees and expenses of the arbitrators which are charged to the parties in connection with the arbitration.

22. Notices. All notices hereunder shall be in writing and shall be delivered or mailed (effective when received) postage prepaid, to the applicable address set forth on the signature page, or at such other place or places as may be designated by a party to the other party in writing from time to time.

23. Binding Effect. Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, representatives and assigns. No assignment hereunder shall be binding except such assignment which complies with **Section 9**.

24. Entire Agreement. All representations made by the parties in negotiations of this Agreement have been incorporated herein, there are no verbal agreements between the parties

or implied duties to modify the terms and conditions hereof, and any further modification of this Agreement must be in writing and signed on behalf of Tenant and Landlord.

25. Relationship. Nothing in this Agreement shall be deemed or construed to constitute or create between the parties hereto a partnership or joint venture.

26. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. The sole venue for any action brought hereunder shall be in the District Court of Teton County, Ninth Judicial District, or the Justice Court for Teton County, provided that this paragraph shall not in any way limit any proceedings taken to enforce a judgment.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

28. Real Estate Broker. Each party hereto represents and warrants to the other that such party has not dealt with any real estate broker with respect to this Agreement. Each party shall indemnify, defend and hold the other party harmless for any breach of the representation and warranty in this Section, which obligation shall survive the termination of this Agreement and the Term.

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

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Commercial Lease Agreement has been duly executed and delivered by the parties.

LANDLORD:

NATIONAL MUSEUM OF WILDLIFE ART OF THE UNITED STATES,
a Wyoming non-profit corporation

By: Steve D. Seaman
Name: Steve D. Seaman
Title: Director of Museum

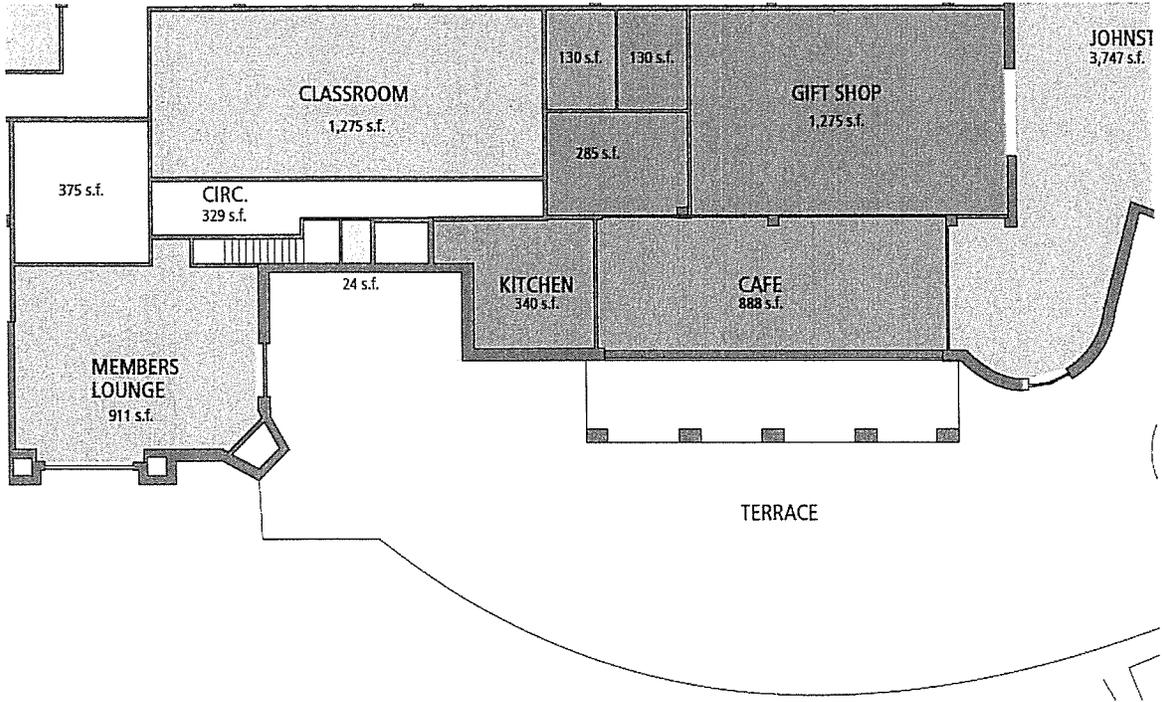
LESSEE:

Jackson Hole Hospitality Group, LLC, a Wyoming Limited Liability Corporation DBA
Palate

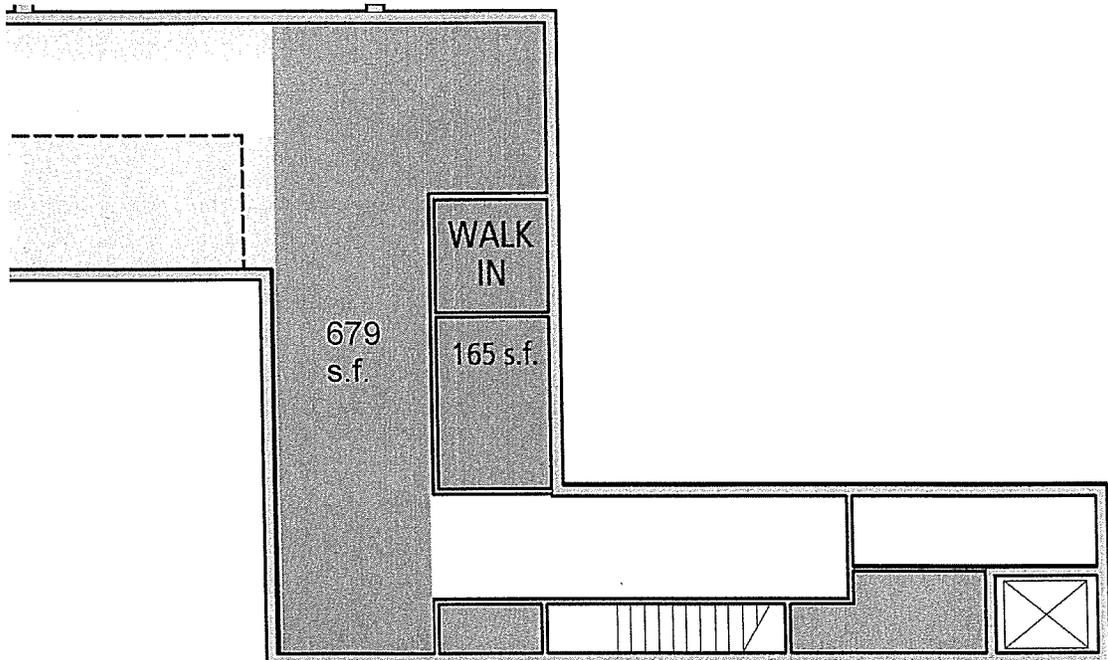
By: Graeme Swain
Name: Graeme Swain
Title: Owner

Attachment A
Premises

Museum Level (Total square footage: 1,358)



Basement Level (Total square footage: 844)



Attachment B
Work Letter

SECTION 1

PREPARATION OF THE CONSTRUCTION DRAWINGS

1.1 **Selection of Tenant's Architect and the Engineers.** On or before the date that is three business days after the date of the Commercial Lease Agreement (the "**Agreement**") to which this **Attachment B** is attached, Tenant shall engage (a) Rick Merrell or another qualified interior architect reasonably approved in advance by Landlord within three (3) business days of Landlord's receipt of reasonably, detailed information relating to such architect ("**Tenant's Architect**") to prepare the Construction Drawings (defined below) and (b) engineering consultants approved by Landlord (the "**Engineers**") to prepare all engineering plans and drawings for the structural, mechanical, electrical, plumbing, HVAC, life safety, and sprinkler work relating to the Tenant Improvements.

1.2 **Final Space Plan.** As soon as practicable after selection of the Tenant's Architect and Engineers, but no later than November 16, 2016, Tenant and Tenant's Architect shall prepare and deliver to Landlord for Landlord's approval a proposed final space plan for all Tenant Improvements in the Premises ("**Final Space Plan**"), which Final Space Plan shall reflect a layout and description of the kitchen, dining area and all other rooms and other partitions in the Premises, their intended use, and the equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall, within a reasonable period after Landlord receives such Final Space Plan, (i) approve the Final Space Plan, (ii) approve the Final Space Plan subject to specified conditions to be complied with in connection with the Final Working Drawings (defined below), or (iii) disapprove the Final Space Plan. If Landlord disapproves the Final Space Plan, Tenant shall make all changes thereto required to satisfy Landlord's required revisions and shall resubmit to Landlord for approval such revised Final Space Plan, with the foregoing procedure to be repeated until the Final Space Plan is ultimately approved by Landlord.

1.3 **Final Working Drawings.** Based upon the Final Space Plan approved by Landlord (and any conditions of approval thereof imposed by Landlord), Tenant shall cause the Tenant's Architect and the Engineers to promptly complete and deliver to Landlord for Landlord's approval complete fully coordinated architectural and (to the extent required) structural, mechanical, electrical and plumbing working drawings and specifications for the Tenant Improvements in a form which is sufficiently complete to allow all subcontractors to bid on the work shown therein and to obtain all applicable Permits (defined below) (collectively, the "**Final Working Drawings**"). Landlord shall, within 3 business days after Landlord receives the Final Working Drawings, either (i) approve the Final Working Drawings, (ii) approve the Final Working Drawings subject to specified conditions to be satisfied by Tenant prior to submission of the same by Tenant for the Permits, or (iii) disapprove and return the same to Tenant with the changes required to be made to the Final Working Drawings in order to correct any problem on which Landlord's disapproval shall be based and shall return the Final Working Drawings to Tenant. If Landlord disapproves the Final Working Drawings, within three (3) business days of receipt of such disapproval, Tenant shall make all changes thereto required to satisfy Landlord's required revisions and shall resubmit to Landlord such Final Working Drawings, with the foregoing procedure to be repeated until the Final Working Drawings are ultimately approved by Landlord (as so approved, the "**Approved Working Drawings**"). The Approved Working

Drawings and all parts or components thereof are sometimes referred to herein as the “**Construction Drawings.**”

1.4 **Changes in the Approved Working Drawings.** No changes, modifications or alterations in the Approved Working Drawings or in the Tenant Improvements contemplated thereby (a “**Change**”) may be made by Tenant without the prior written consent of Landlord, provided, however, that Landlord may withhold its consent in its sole discretion to any Change which in Landlord’s judgment would directly or indirectly delay Substantial Completion (defined below) of the Premises.

SECTION 2

COST OF THE TENANT IMPROVEMENTS

2.1 **Allocation of Costs; Tenant Improvement Allowance.** Landlord shall bear all Tenant Improvement Costs (defined below) to the extent the total Tenant Improvement Costs do not exceed the Tenant Improvement Allowance. Tenant shall bear all Tenant Improvement Costs (defined below) (and all other costs or expenses incurred by Tenant in connection with the design and construction of the Tenant Improvements) in excess of the Tenant Improvement Allowance (“**Excess Tenant Improvement Costs**”) in accordance with the provisions of this Work Letter. Notwithstanding any provision of this Work Letter or the Agreement to the contrary, Landlord shall have no obligation hereunder to make any payments or disbursements, or incur any obligation to make any payment or disbursement in connection with the design and construction of the Tenant Improvements, in a total amount which exceeds the Tenant Improvement Allowance.

2.2 **Estimated Costs.** Prior to commencement of performance of the Tenant Improvements, Tenant shall provide Landlord a budget for all costs of Tenant Improvements, including hard costs of construction and soft (design, architectural and engineering costs) (collectively, “**Tenant Improvement Costs**”). In the event the estimated Tenant Improvement Costs are in excess of the Tenant Improvement Allowance, then Landlord and Tenant shall discuss the scope of the project. If Landlord and Tenant are unable to agree in writing upon the scope of the project and Tenant’s bearing the Excess Tenant Improvement Costs, either party may terminate this Agreement by written notice to the other so long as construction of Tenant Improvements has not commenced, and any pre-termination planning, architectural, design, permitting or other costs shall be borne by the Tenant. The Excess Tenant Improvement Costs to be borne by Tenant under the terms of this Agreement are referred to as “**Tenant Excess TI Costs.**”

2.3 **Payment of Tenant Excess TI Costs by Tenant.** Prior to commencement of any Tenant Improvements involving a Tenant Excess TI Cost, Tenant shall deposit with Landlord in cash, or, at Landlord’s election, display reasonable evidence of available funds for Tenant Excess TI Costs for the entire Tenant Excess TI Cost. Prior to commencement of performance of any Change and not later than three (3) business days following Landlord’s written request therefor, Tenant deposit with Landlord Landlord’s estimate of any net increase in Tenant Excess TI Costs expected by Landlord to result from such Change. If at any time during the course of performance of the Tenant Improvements, Landlord in good faith determines that the total Tenant Improvement Costs to be incurred in connection with performance of the Tenant Improvements will exceed the sum of (i) the Tenant Improvement Allowance and (ii) the amount of any cash amounts (“**Deposits**”) previously deposited by Tenant with Landlord pursuant to this Section 2.2(a), Tenant shall pay to Landlord in cash the amount of such excess estimated by Landlord

within five (5) business days of Landlord's written request therefor. Any failure by Tenant to pay in cash in full any Tenant Excess TI Costs to Landlord within the time periods specified above shall constitute a default (without a cure period) under the Lease. Notwithstanding anything in this Work Letter or the Lease to the contrary, (i) Landlord shall have the right to discontinue its performance of the Tenant Improvements until such time as Tenant complies with the requirements of this Section 2.3 and (ii) Landlord shall not be liable to Tenant for any additional costs, lost profits, lost economic opportunities or any form of consequential damage which may result from any such discontinuance by Landlord under this Section 2.3.

2.4 **Selection of the Contractor; Construction Contract and Cost Budget.** Tenant shall select a general contractor ("**Contractor**") for construction of the Tenant Improvements, subject to the reasonable approval of Landlord. Prior to Tenant's execution of the construction contract and general conditions with the Contractor (the "**Contract**"), Tenant shall submit the Contract to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. Prior to the commencement of the construction of the Tenant Improvements, and after Tenant has accepted all bids for the Tenant Improvements, Tenant shall provide Landlord with a detailed breakdown, by trade, of the Tenant Improvement Costs to be incurred or which have been incurred in connection with the design and construction of the Tenant Improvements to be performed by or at the direction of Tenant or the Contractor, which costs form a basis for the amount of the Contract (the "**Final Costs**").

SECTION 3

CONSTRUCTION

3.1 **Permits.** Upon approval by Landlord of the Approved Working Drawings, Tenant shall cause Tenant's Architect and the Engineers to submit the same to the appropriate governmental entities and otherwise apply for all applicable building and other permits and approvals (collectively, "**Permits**") necessary or required for the Contractor to commence, perform and fully complete the construction of the Tenant Improvements (and to permit Tenant to legally occupy the Premises). Neither Landlord nor any Landlord agent or affiliate shall have any obligation or liability to Tenant if any Permit (including, without limitation, any building permit, certificate of occupancy, or equivalent) is not timely issued to Tenant; provided, however, at Tenant's request, Landlord shall cooperate (at no cost to Tenant) with all reasonable Tenant requests to execute Permit applications and similar ministerial acts.

3.2 **Tenant's Retention of the Contractor.** Tenant shall retain the Contractor selected pursuant to Section 2.3 to construct the Tenant Improvements in accordance with the Approved Working Drawings. Tenant's Architect, Engineers and all subcontractors, laborers, materialmen, and suppliers utilized by Tenant or Contractor in connection with the design and construction of the Tenant Improvements (such subcontractors, laborers, materialmen, and suppliers, and the Contractor are sometimes collectively referred to herein as "**Tenant Agents**") must be approved in writing by Landlord within 3 business days of receipt, which approval shall, subject to Sections 1.1, 2.3 and this Section 3.2, not be unreasonably withheld. If Landlord does not approve any of Tenant's proposed subcontractors, laborers, materialmen or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen or suppliers for Landlord's written approval. Tenant hereby waives all claims against Landlord, and Landlord shall have no responsibility or liability to Tenant, on account of any nonperformance or any misconduct of any Contractor (or any subcontractor thereof) for any reason.

3.3 **General Conditions for Tenant's Agreements and Construction of the Tenant Improvements.**

(a) Upon the selection of the Contractor and the Contract being entered into, Tenant shall promptly commence and cause the construction of the Tenant Improvements to be diligently pursued and completed. The Tenant Improvements shall be completed in a good and workmanlike manner, using all new materials (unless the Approved Working Drawings expressly call for something else), with quality of construction no less than that exists in the other portions of the Building.

(b) Tenant's and Tenant's Agents' construction of the Tenant Improvements shall comply with each of the following: (i) the Tenant Improvements shall be constructed in strict accordance with the Approved Working Drawings; (ii) Tenant's Agents shall submit schedules of all work relating to the Tenants Improvements to Landlord and Contractor and Contractor shall, within five (5) business days of receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule; and (iii) Tenant, Contractor and each of Tenant's Agents shall abide by all construction rules and regulations issued from time to time by Landlord with respect to the use of freight, loading dock and service elevators, storage of materials, coordination of work with the contractors of other tenants, and any other matter relevant to this Work Letter or the construction of the Tenant Improvements hereunder.

(c) Tenant's indemnity of Landlord as set forth in **Sections 11 and 16** of the Lease shall also apply with respect to any Tenant improvements.

(d) Tenant shall cause the Contractor, upon completion of the Tenant Improvements, to provide to Landlord a warranty in relation to the Tenant Improvements in relation to workmanship and materials for a period of not less than one (1) year from the date of completion of the Tenant Improvements.

3.4 **Record Set of Drawings.** Immediately after the substantial completion (defined below) of the of the Tenant Improvements, Tenant shall cause Tenant's Architect to prepare and deliver to Landlord two (2) complete copies of a "record set" of mylar as-built drawings for the Tenant Improvements.

Attachment C
Restaurant Equipment

All of the following equipment is “**Landlord-Replacement Leased Equipment,**” as that term is used in **Section 14,** except for the items that are “**Tenant-Replacement Leased Equipment**” as indicated below.

MAIN FLOOR:

**Tenant-Replacement
Leased Equipment**

- | | |
|---|-----|
| 1). Beverage Air- Refrigerator | |
| 2). Hobart-Dishwasher | |
| 3). Hatco Booster Heater | |
| 4). Vulcan –Skillet | |
| 5). Hobart –Meat Slicer | |
| 6). Sharp- Microwave 1800 w | |
| 7). Duke Manufacturing- Waterless Food Warmer | |
| 8). Beverage Air-Coolers (2)With countertops | |
| 9). Wolf Snorkler- Oven Range | |
| 10). Blodgett- Stacked Ovens (2) | |
| 11). Silver King -Display Cooler | |
| 12). Fetco-Coffee Machine-CBS – 31 Aap | Yes |
| 13). Bunn- Coffee Maker | Yes |
| 14). Brasilia Portfino-Coffee Bar | Yes |
| 15). North Star-Coffee Grinder | Yes |
| 16). CecilWare-The Whipper-Hot Chocolate Dispenser | Yes |
| 17). Squirrel Systems-Computer/Register | Yes |
| 18). Air Tech/Delfield-Hood/Heater/Make up Air Unit | |

BASEMENT:

- | | |
|-----------------------------------|-----|
| 19). Estate-Freezer Chest | |
| 20). Cold Tech-Ice Cream Freezer | |
| 21). True-Double Door | |
| 22). Hobart – Mixer | |
| 23). Ice Maker | |
| 24). Kolpak-Walk in Cooler | |
| 25). Crescor-Portable Food Warmer | |
| 26). 2 Lockable Liquor Cabinets | Yes |
| 27.) Metro Racks | Yes |
| 28.) Cambros | Yes |
| 29.) Recycle Bins | Yes |
| 30.) Round Chafing Dishes (6) | Yes |
| 31.) Round Chafing Dishes (2) | Yes |
| 32.) Rectangular Chafers (all) | Yes |

33.) 3 wooden Cabinets

Miscellaneous

34.) Sinks (all)

35.) 60 inch round tables (25)

Yes

36.) 8 foot rectangular tables (14)

Yes

37.) 6 foot tables (12)

Yes

38.) Natural wood folding chairs (180)

Yes

39.) Café Chairs and Tables

Yes

40.) equipment purchased by use of the Tenant

Improvement Allowance pursuant to the terms of this Agreement

Attachment D
Revenue Event Organization and Management

The National Museum of Wildlife Art frequently produces events and programs. These events may be museum-sponsored programs, primarily educational in nature and closely tied to mission development, or revenue events produced for outside parties. The Landlord's Events Manager (EM) is responsible for maintaining and updating the calendar for all events, for allocating space in the museum for programs and revenue events, and for organizing and scheduling the use of Landlord resources (equipment, staffing, supplies) to support programs and events. The EM serves as the primary point of contact for in-house staff needing time, space, and/or resources to support museum-sponsored events, and for external clients who desire to rent space and services for non-museum events.

The Landlord will contract with Tenant to provide food, beverage, and catering services for events and programs. The EM works closely with the Catering Director to coordinate event arrangements, menus, cost estimates, and billings so that external clients have a "seamless" experience when they hold events at the Landlord's building. Together, the EM and the Catering Director to work to develop business by coordinating promotions, advertising, and personal client solicitations, and by insuring high quality customer service throughout the operation.

Revenue Events and a Schedule of available spaces and pricing for room rentals and ancillary equipment and services are to be provided by the EM.

Revenue event coordination between the Landlord and Tenant is organized as follows:

EM Responsibilities:

1. Maintain a Master Calendar for ALL museum events and programs;
2. Maintain a Reservations Book and share all revenue producing reservations with Tenant or Tenant representative;
3. Field and respond to all outside inquiries regarding Revenue Events;
4. Work closely with the Catering Director on a daily basis to share information and coordinate events, confirming menus and arrangements with the Chef and attend meetings between the Chef and the client;
5. Conduct site inspections, negotiate museum facility rental contract with external clients, and follow-up on facility rental deposits, and communicate the status of any museum contracts regularly with Tenant staff and any other necessary museum staff.
6. Coordinate advertising and promotional activities for the restaurant and revenue events with Tenant and the museum's Marketing Director, and tracking direct and/or shared expenses for advertising and promotions with Tenant and the museum's CFO.

Tenant Staff Responsibilities:

1. Provide menus and prices for Tenant services to the EM in a timely fashion and regularly review same with the EM;
2. Instruct and train Tenant staff in museum policies and procedures regarding rentals;
3. Work closely with the EM and Landlord staff on scheduling of revenue events and museum programs that involve the services of Tenant;
4. Prepare Tenant contract for restaurant and catering services. All Tenant contracts, advertising, and promotional activities are to be reviewed with the EM;

5. Schedule and provide adequate staffing for all setup, production, and take-down of the food and beverage related aspects of revenue events.
6. Provide timely account reconciliation and billings for Tenant services for revenue events. Tenant is responsible for collection of all Tenant invoices for food and beverage services.
7. Tenant shall designate an on-site manager who will work with the EM (or other person designated by Landlord).

Attachment E

SPACE RENTAL POLICIES AND RENTAL AGREEMENT

Date

Client:

Address:

Phone:

Fax:

Email:

Contact Name:



NATIONAL
MUSEUM OF
WILDLIFE ART

Dear NAME,

Thank you for choosing the National Museum of Wildlife Art for your event. We look forward to hosting you and your guests. This agreement outlines the terms and conditions for your rental of space and other services at the National Museum of Wildlife Art and your food and beverage services provided by the [YOR Restaurant Group] (_____).

Date: _____

Times: _____

Function Name: _____

Number of People: _____

Spaces/Service: _____

Charges/Fees: _____

Estimated Total: _____

A deposit of \$_____ is due on _____, 20____.

SPACE RENTAL POLICY: The National Museum of Wildlife Art and Client agree to comply with all policies and procedures for use of the National Museum of Wildlife Art facilities. Any subcontractors employed by you are also subject to all policies and procedures.

The National Museum of Wildlife Art provides a unique setting for private, corporate and non-profit functions. The Events Department is responsible for contracting National Museum of Wildlife Art space, managing all details of the event and providing on-site coordination during the event. To ensure the safety of our guests, preserve our fine facility and its irreplaceable collection of fine art, the following policies and procedures must be strictly observed.

USE OF THIS FACILITY: The National Museum of Wildlife Art is a Non-Profit educational institution and therefore may not be used for commercial promotions, fundraising activities, exhibitions or other activities deemed inappropriate by the National Museum of Wildlife Art. The National Museum of Wildlife Art strictly prohibits the use of its facilities for fundraising purposes. It does not allow fundraising events other than those hosted by the National Museum of Wildlife Art's development division. Per attendee charges, product donations, sponsorship, or underwriting may cover costs only and cannot be used to benefit the hosting organization. The National Museum of Wildlife Art is pleased to offer a variety of space that may be rented for private meetings, presentations, dinners and receptions.

FOOD AND BEVERAGE SERVICES: The _____ is the exclusive caterer for the National Museum of Wildlife Art. All food and beverage arrangements are made through _____ via the National Museum of Wildlife Art Event Manager. No other catering arrangements may be made. Catering expenses are paid directly to the National Museum of Wildlife Art by the Client.

The State of Wyoming has issued a liquor license to the _____. This license enables them to sell and dispense alcoholic beverages within the National Museum of Wildlife Art. All arrangements for beverage service are considered to be made directly with _____. The National Museum of Wildlife Art and _____ reserves the right to stop beverage service at 9:30 p.m. or earlier when deemed necessary or appropriate.

SERVICE CHARGE: A twenty percent (20%) service charge will be added to all food and beverage functions as well as all service related functions (set-up charges, extraneous rental charges and contracted services)

SALES AND USE TAX: Wyoming sales and use tax will be added to all applicable charges.

PROPERTY DAMAGE: The Client will be held financially responsible for any and all damage to the facility: the building, the grounds, works of art, equipment or other National Museum of Wildlife Art property damaged by any member of the group and/or subcontractor employed by the group. All damage must be repaired to the satisfaction of the National Museum of Wildlife Art. The National Museum of Wildlife Art is not responsible for the loss or damage to any property or liability sustained by members or guests while on National Museum of Wildlife Art property.

AUTHORIZATION: The Client must submit a letter, (on organization letterhead if the client is an organization) designating and authorizing one person to coordinate the event details with the National Museum of Wildlife Art. The designated person will have the authority to legally contract for National Museum of Wildlife Art space rental and services, and food and beverage service.

SPACE LIMITATIONS AND HOURS: Groups renting space are confined to the area(s) contracted for and the number of guests must not exceed the maximum capacity for the room(s) leased or the number specified by the contract. If last minute guests are added, the contract will be renegotiated and rooms/rates adjusted accordingly. Daytime events are limited to regular National Museum of Wildlife Art hours of 9:00 a.m. to 5:00 p.m. Evening events are limited to the hours of 6:00 p.m. to 10:00 p.m. Advance set up and take down arrangements must be scheduled through the Events Department and may result in additional charges. It is the responsibility of the Client to see that all guests adhere to the times and locations specified by the contract. Activities beyond the parameters of the contract will result in additional charges.

CHILDREN: The National Museum of Wildlife Art is not equipped to handle large groups of children. Childcare service arrangements must be made in advance. All children under the age of twelve (12) must be continuously supervised by an adult while in the National Museum of Wildlife Art. Contracting individuals/organizations must inform the Events Department of the number of children attending an event.

DECORATIONS, CENTERPIECES AND FLOWERS: The National Museum of Wildlife Art does not allow any material to be fastened by any means to any wall surface, exhibit, ceiling or equipment. All

decorations must be approved by the Events Department. The Client is responsible for all cleaning charges resulting from decorations. **The use of candles, open flames, balloons, confetti, rice, birdseed, other tossable materials or live animals on National Museum of Wildlife Art grounds is strictly forbidden.** Room arrangements must meet all fire, safety and building code requirements for access and egress.

All flowers and plants brought into the National Museum of Wildlife Art must be from professional florists with a guarantee from them that they are insect free (held for twelve (12) hours under refrigeration). No plants or cut material from home gardens or pastures are permitted. The National Museum of Wildlife Art prohibits the following materials: hollow reed basketry, old bamboo, driftwood, cacti, bird and insect nests, logs and large branches, bark or bark chips, mosses collected in the woods, fruits and vegetables (unless they are removed the day of the event), seed pods, pollen on plants and ferns with spores. Hay is prohibited. If insects or their eggs are found in any material that the renter brings into the National Museum of Wildlife Art, the material will be removed at the renter's expense. Any damage resulting from the above will also be at the renter's expense.

MEDIA COVERAGE/PHOTOGRAPHY: If media coverage is anticipated for any event, the client must obtain prior approval from the Events Department. Images from the National Museum of Wildlife Art's collection may not be reproduced without prior written approval of the National Museum of Wildlife Art. No photography or videotaping is permitted in the galleries.

NOMENCLATURE: The National Museum of Wildlife Art name and logo may not be used without prior written approval. All invitations, flyers, advertising, posters, or other event materials that use the National Museum of Wildlife Art name, address, logo or text concerning this facility must be submitted for written approval prior to printing. A copy of the finished product should be forwarded to the Events Department.

VENDORS/SUPPLIERS: Client must provide the name, address, telephone number and a contact person for every vendor/supplier providing service for a National Museum of Wildlife Art event. Accurate set-up times and other requirements must be confirmed in advance. The National Museum of Wildlife Art reserves the right to refuse any outside vendors who do not meet the standards for goods and services deemed appropriate by the National Museum of Wildlife Art. Delivery arrangements for materials and equipment must be made in advance through the Events Department.

AUDIO/VISUAL SERVICES: The National Museum of Wildlife Art has limited audio/visual equipment available for meetings and presentations. Leasing arrangements must be made through the Events Department. The National Museum of Wildlife Art is NOT equipped to handle photocopying, faxing or other business service needs.

SMOKING/OPEN FLAME: Smoking or the use of open flame, i.e. candles, is not permitted within the National Museum of Wildlife Art. Our smoke detectors are extremely sensitive. If a smoke alarm is activated during an event as a result of your invitees' or guest's actions, you will be charged five hundred dollar (\$500) resetting fee.

DOCENT TOURS: The Client may pre-arrange a tour of the National Museum of Wildlife Art galleries for their guests. This tour is subject to docent availability. If a group arrives late for the event, the tour will be forfeited. No food or beverages are allowed within the National Museum of Wildlife Art galleries or auditorium.

SPACE RENTAL RESERVATION/DEPOSIT: Reservations for National Museum of Wildlife Art space are guaranteed only when both parties have signed the contract, a deposit has been received, and a credit card charging authorization is on file. Payments may be made by Check, Money Order, MasterCard, Visa or American Express. **PLEASE MAKE CHECKS PAYABLE TO THE NATIONAL MUSEUM OF WILDLIFE ART.**

PAYMENT TERMS: All outstanding amounts shall be due upon receipt. Client authorizes the National Museum of Wildlife Art to charge any outstanding amounts to the credit card number on file, unless other

arrangements have been made. Any amounts not paid within fifteen (15) days shall be assessed a late fee of one and a half percent (1.5%), and another one and a half percent (1.5%) per month thereafter. Upon demand, Client agrees to pay any such late fees, and any collection costs including, but not limited to attorney's fees. **PLEASE MAKE CHECKS PAYABLE TO THE NATIONAL MUSEUM OF WILDLIFE ART.**

CANCELLATION: All fees are refundable up to sixty (60) days prior to the event. If a cancellation occurs thirty (30) to fifty-nine (59) days prior to the event, fifty percent (50%) of the deposit is refundable. If the cancellation occurs twenty-nine (29) days or less, then no fees are refundable and the entire space rental amount is due. If the National Museum of Wildlife Art is unable to provide the rental space as agreed, then a full refund shall be paid to the Client. The National Museum of Wildlife Art is not responsible for any damages or other costs incurred as a result of such cancellation.

GUARANTEES: The National Museum of Wildlife Art Events Coordinator must approve final plans thirty (30) days prior to the event. This includes all arrangements for suppliers, subcontractors, musicians, deliveries, etc. Any changes requested within the thirty (30) day period will be evaluated and reasonable efforts will be made to comply. Additional charges may be incurred as a result of these changes. The National Museum of Wildlife Art reserves the right to disallow any changes to the original plans. The National Museum of Wildlife Art requires a final guarantee of the number of attendees seventy-two (72) hours prior to the event. The number of guests shall not exceed the number stated above.

INDEMNIFICATION: Client does hereby indemnify and hold harmless the National Museum of Wildlife Art, PALATE, and their owners, agents, and affiliates with respect to any lawsuit or claim including legal fees and actual costs arising from any and all injury, damage, destruction or loss occurring during the event at the National Museum of Wildlife Art. The National Museum of Wildlife Art, _____, and their owners, agents, and affiliates shall not be obligated to pay any sums whatsoever to the Client with respect hereto.

GOVERNING LAW/VENUE: The provisions of this Agreement shall be governed by the laws of the State of Wyoming. In the event of litigation between the parties hereto, the parties agree that venue shall lie in Teton County, Wyoming.

By signing, you agree that you have received, read and agree to comply with and be bound by the terms of conditions of the National Museum of Wildlife Art's policies attached hereto and incorporated by reference herein (including without limitation the National Museum of Wildlife Art's Space Rental Policies and Rental Agreement).

Client		National Museum of Wildlife Art	
Signed	_____	Signed	_____
Title	_____	Title	<u>Manager</u>
Date	_____	Date	_____

Exhibit I
Guaranty

THIS GUARANTY (this “**Guaranty**”) is made as of October 15, 2016, by Graeme Swain, and Christine Witherspoon, husband and wife, 135 North Gros Ventre, Jackson, WY 83001, P.O. Box 4196, Jackson, WY, 83001, to National Museum of Wildlife Art of the United States, a Wyoming non-profit corporation (“**Landlord**”).

RECITALS:

A. Landlord has been requested by Jackson Hole Hospitality Group, LLC, a Wyoming limited liability company (“**Tenant**”), to enter into a Lease dated as of the date hereof (the “**Lease**”), whereby Landlord would lease to Tenant, and Tenant would rent from Landlord, certain premises located at the “National Museum of Wildlife Art” located on Highway 89 North across from the National Elk Refuge in Teton County, Wyoming as more particularly described in the Lease (the “**Premises**”).

B. Guarantor acknowledges that Landlord would not enter into the Lease unless this Guaranty accompanied the execution and delivery of the Lease.

C. Guarantor hereby acknowledges receipt of a copy of the Lease.

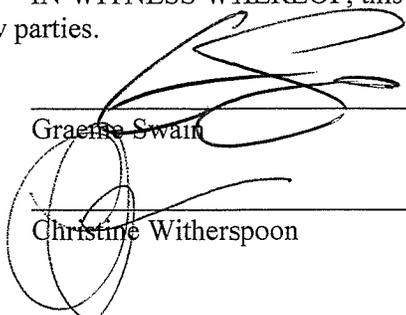
NOW, THEREFORE, in consideration of the execution and delivery of the Lease and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor covenants and agrees as follows:

Guarantor absolutely, unconditionally and irrevocably guarantees, as a primary obligor and not merely as a surety: the full and prompt payment of all obligations of the Tenant under **Section 8 and Attachment B of the Lease** (the “**Guaranteed Obligations**”). If Tenant defaults under the Lease as to the Guaranteed Obligations, Guarantor will, upon at least five (5) days’ notice or demand, promptly pay and perform all of the Guaranteed Obligations, together with all damages, costs and expenses to which Landlord is entitled pursuant to any or all of the Lease, this Guaranty and applicable Laws.

Guarantor agrees with Landlord that (i) in relation to any action, suit or proceeding of any kind or nature whatsoever (an “**Action**”) commenced by Landlord against Guarantor to collect or cause the performance of the Guaranteed Obligations, Landlord may, at its option, with prior notice or demand, join Guarantor in any Action against Tenant in connection with or based upon either or both of the Lease and any of the Obligations, (ii) Landlord may seek and obtain recovery against Guarantor in an Action against Tenant or in any independent Action against Guarantor without Landlord first asserting, prosecuting, or exhausting any remedy or claim against Tenant or against any security of Tenant held by Landlord under the Lease, and (iv) Guarantor will be conclusively bound by a judgment entered in any Action in favor of Landlord against Tenant, as if Guarantor were a party to such Action, irrespective of whether or not Guarantor is entered as a party or participates in such Action.

Any default or failure by the Guarantor to perform any of its Obligations under this Guaranty shall be deemed an immediate default by Tenant under the Lease.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the below parties.



Graeme Swain

Christine Witherspoon

Rising Sage Café Services, Inc.
P.O. Box 4780
1725 N. East Butte Rd
Jackson, WY 83001

October 18, 2016

Teton County Clerk's Office
Shelley Fairbanks, Teton County Deputy Clerk
P.O. Box 1727
200 South Willow
Jackson, WY 83001

Dear Shelley,

As discussed, the Rising Sage Café Services, Inc. will not be renewing its Restaurant Liquor License for 2017. Further, by mutual agreement, the lease for the restaurant space at 2820 Rungius Road, Jackson, Wyoming will be terminated early on October 31, 2016. As a courtesy, we authorize the transfer of the license to the new lessee, Jackson Hole Hospitality Group, LLC, dba Palate.

If you have any questions, please do not hesitate to call me directly at (307) 732-8155.

Sincerely,



Derek Goodson
Treasurer