

Application No. _____

COUNTY OF HENDERSON
STATE OF NORTH CAROLINA
APPLICATION FOR A TEMPORARY USE PERMIT

April 16-17 2015
Month Day Year

Applicant: Oskar Blues Brewery Phone: (828) 833-2337
Address: 342 Mountain Industrial Dr. Brevard, NC 28712
Property Owner's Name (if different from above): Red Clay LLC
Property Address (if different from above): 315 Shoals Falls Road
Parcel ID Number: 1016799 Zoning District: R3

Directions to property from Hendersonville: _____

TO THE ZONING BOARD OF ADJUSTMENT:

I, Aaron Baker (owner/agent), hereby petition the Zoning Board of Adjustment to issue a Temporary Use Permit in the name of Oskar Blues Brewery for the use of the property described in the attached form, "Zoning Permit Application," in a manner set forth on that form, or as more fully described herein: Food truck competition and music festival

Authority to grant the requested permit is contained in the Zoning Ordinance, Sections 200-57 and 200-69.

The Zoning Ordinance imposes only one (1) General Requirement on the use requested by the applicant -- the permit must have a fixed expiration date. (The Zoning Board of Adjustment has interpreted this section of the Ordinance to mean that a Temporary Use Permit may be issued for the minimum possible time required by the applicant to achieve the objectives of the application.) The application should explain how the proposed use satisfies this requirement.

This event will begin on April 16 and conclude on Apr. 17

(Continue remarks on reverse side.)

The Zoning Board of Adjustment may also impose any other conditions deemed necessary.

I certify that all of the information presented by the undersigned in this application is accurate to the best of my knowledge, information, and belief.

Aaron Baker
Signature of Applicant

12/2/2015
Date

IN THE EVENT THAT ANY DISCREPANCIES EXIST BETWEEN THE CRITERIA OUTLINED ON THIS FORM AND THE ZONING ORDINANCE OF HENDERSON COUNTY, THE ORDINANCE SHALL PREVAIL.

Received By _____

Date _____

Fee Paid _____

Date Received _____



PUBLIC SAFETY PLAN FOR SPECIAL EVENTS

The purpose of this document is to provide special event planners a guide to address potential safety hazards and to identify safety procedures that should be in place prior to an event.

Complete all applicable fields, and identify any fields that are not applicable to the event with an N/A.

EVENT INFORMATION		
Name of Event: Loaded Up & Truckin' Food Truck and Music Festival		
Type of Event (recreation, athletic, concert, festival, etc): Festival		
Ticketed Event: Yes Maximum Tickets: 3000		
Event Sponsor: Oskar Blues Brewery		
Event Location Property Owner: REEB Ranch-Oskar Blues		
Facility Address: 315 Shoal Falls Rd		
City: Hendersonville	State: NC	ZIP Code: 28739
Event Manager Contact: John Felty		Cell Phone: 828-243-3496
Email: john@mountainsongproductions.com		
Date(s) of Event: April 16, 2016		
Time(s) of Event: 12:00pm-11:00pm		Estimated Daily Event Attendance: 2000
Estimate of largest number of people that will be at the event at the same time: 2000		
Description of Event Area: Open space with a few small out buildings and a barn and house		
Additional permits required (Building, Fire, Health, NCDOL, ABC etc)?		Yes
If yes, attach specific permit: ABC		
Other Critical Event Information: Mobile stage for music, 16 food trucks		
EVENT STAFFING		
Number of Event Staff:		
Event Staffing Plan (shifts, locations, duties and responsibilities etc): Attached		
Will there be a need for onsite Fire Services ?		No
If yes, who and where will they be located at the event?		
Will there be need for onsite EMS/Medical Services ?		Yes
If yes, who and where will they be located at the event? TBD with EMS/Rescue		
Will there be need for onsite Law Enforcement/Security ?		Yes
If yes, who and where will they be located at the event? Coordinate with Josh Freeman-Security Mgr		
Is Fire Watch required for the event?		No
If yes, what staff are assigned to Fire Watch?		
Are " Trained Crowd Managers " (TCMs) required for the event? (Events >1000 attendees)		No
TCM Names and certifications attached? Josh Freeman		
Who are other key event staff and what are their roles in an emergency? Attached		
List any training that will be required for staff prior to the event (including volunteers): Attached		

EVENT PARKING, INGRESS AND EGRESS	
Description of the Event Parking Plan: Attached	
Is there offsite parking?	NO If yes, where (shuttle description)?
Are Law Enforcement Personnel providing traffic control on roadways?	<input type="checkbox"/> Yes <input type="checkbox"/> No TBD
If yes, where?	
Are parking responsibilities being contracted to a vendor?	No
If yes, what vendor and describe the contracted services:	
What is the route for emergency vehicle ingress to the event site? Crab Creek Rd to Shoal Falls or Dupont Rd	
How will you maintain the emergency vehicle route, including during pre-event and post-event activities? Shoal Falls Rd will remain clear for emergency vehicle ingress/egress. Any pedestrians will be cleared by parking mgr/staff	
Describe the flow of pedestrians through the event: See site plan	
Describe any hazards or restrictions to mass evacuation of the event (fencing, limited emergency exits) and how these hazards will be addressed: Ample open space	
Provide a separate site plan of the area showing traffic flow, pedestrian flow, parking, event location, security, medical, food, restrooms, sanitation, areas of refuge, and fire locations.	
Other parking and access considerations:	
EVENT ACTIVITIES	
Description of Event Activities: Live music, food tasting	
Will there be tents?	Yes
Individual tents greater than 400 sqft attach permit:	
Will there be items that need power?	Yes
If yes, list the number and sources (permanent, temporary, generator): Generator, permanant	
Will there be chemical, environmental or other hazards present?	No
If yes, list the type, quantity, exact location at the event, and procedures for managing the hazard:	
Will there be rides?	No <input type="checkbox"/> Inflatable <input type="checkbox"/> Mechanical
If yes, list the quantity, type, and vendor information:	
Will there be animals?	No
If yes, will patrons be allowed to handle or touch the animals?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If patrons can touch or handle animals, list sanitation procedures:	
Will there be food?	Yes
If yes, provide vendor information: see attached	
Will there be other vendors?	Undetermined at this time
If yes, provide all vendor information and location map attachment.	
EMERGENCY RELOCATION AND ASSEMBLY AREAS	
Primary and Secondary Indoor Relocation Area(s):	
Primary and Secondary Outdoor Assembly Area(s): Grass areas on either side of shoal falls rd near bike jumps	
EMERGENCY COMMUNICATIONS	
Describe the methods available for communicating an emergency to staff, vendors and the public: Radios for staff and EMS. PA system for attendees and vendors. Staff will also communicate directly	

FIRE PROTECTION AND LIFE SAFETY SYSTEMS AND EQUIPMENT	
Describe the systems in place to assist with an emergency (Public Address System, Fire Alarm or Sprinkler System, etc.): PA System	
Describe the equipment available to assist in an emergency including quantity and location (First Aid Station(s), Fire Extinguishers, First Aid Kits, Automated External Defibrillator (AED), etc.):	
Describe the time and date of on-site preplanning meeting before event: Staff will meet day before event TBD with Henderson Co	
ADDITIONAL INFORMATION	
PLAN REVIEW AND APPROVAL	
Plan Created By:	Date:
Plan Reviewed By:	Date:
Plan Approval	Date:
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Check List and Instructions:

Plan must be submitted to Henderson County Zoning Administrator no later than 60 days prior to the event.

Plan must be submitted for review with any applicable attachments including

- Event site plan (map)
- Parking plan
- Facility floor plan (evacuation route map)
- Any other applicable permits or attachments

Upon completion and approval of the event public safety plan:

- Keep the plan in a readily accessible location.
- Provide on-site Emergency Action Plan meeting with all appropriate agents before event.
- Provide access to the plan to all event staff.
- Allow all event staff adequate time to review the plan.
- Ensure that all event staff understand the plan and their duties as assigned in the plan.

On event day the following procedures will be followed:

- Proper electrical and mechanical codes will be utilized at all times.
- All event staff will be familiar with emergency procedures and relocation areas.
- Required PPE items will be on hand for use, this will include the following: First Aid, Safety Glasses, Safety Vest, Hearing Protection and Flashlights. Event Safety Coordinator will advise on any additional safety items.
- Event Manager/Event Safety Coordinator will monitor weather for changes. This will include some type of monitoring alert system such as a weather radio.
- All inflatable rides will be inspected prior to start of the event by the Event Manager/Safety Coordinator.
- All Fire Watch and TCM personnel will begin ½ hour prior to start of the event and remain in effect ½ hour after the conclusion of the event.
- All traffic controllers will have the following PPE provided to them: safety vests (minimum level II); safety glasses, flags for daytime use; flashlights or glow sticks for nighttime use; and hearing protection if deemed necessary and communication if deemed necessary.
- Event staff working around heavy equipment, generators or any other device deemed by the safety coordinator as producing sound levels greater than 90 decibels will wear ear protection.
- Event staff will be informed of procedures to follow related to security issues prior to start of event.
- All Patron injuries will be tracked and recorded.
- All vehicles that are used during the event will have the following: First Aid supplies (as prescribed), fire extinguishers 10lb (A-3, BC-40).
- All tents will be equipped at a minimum with appropriate tie downs (includes vendors). All tents will have the following: 5lb (A-2, BC-10) fire extinguishers (mounted) and "No Smoking" signs. There are additional requirements that shall apply based on size, type and location of larger tents. All tent data should be provided during the written or lay out plan.
- All ride vendors must comply and pass inspection prior to the start of the event (refer to vendor inspection sheet).
- All inflatable rides shall be taken out of operation when any of the following is met: severe weather (that does include rain storms); winds exceeding 25mph; or temperatures that exceed manufacturers recommended design (that is 90° F for most inflatable rides).

Key Definitions:

An **Area of Refuge** is a location in a building designed to hold occupants during a fire or other emergency, when evacuation may not be safe or possible. Occupants can wait there until rescued by firefighters.

The **Indoor Relocation Area** is an interior space that can accommodate the occupants of the event and provide the most protection from outside hazards, the most recognizable threat being severe weather.

The **Outdoor Assembly Area** is an open outside location at least 100 feet from the evacuated facility where occupants temporarily gather following an evacuation in an effort to make sure everyone is out of the building safely. This area should be located away from access points used by emergency vehicles.

Trained Crowd Control (training):

http://www.ncdoi.com/OSFM/Fire_Safety_Programs/Default.aspx?field1= Crowd_Manager_Training&user=Crowd_Manager_Training

Loaded Up & Truckin' Food Truck & Music Festival

Event Parking Plan:

Patrons (General Event Parking) - The lower pasture closest to the event on the east side of Shoal Falls Road. Accessed from Shoal Falls Road, patrons will enter and exit the parking area through the north access point into the parking area.

Creek Side Camping - "Car camping" along the creek on the west side of Shoal Falls Road. Entrance and Egress for car camping sites will be Dupont Road. Patron vehicles that enter via Dupont Road will not be granted access to Shoal Falls Road. ****Expecting 30-40 Vehicles****

Event Staff/Volunteer - Event staff members that arrive in advance of the event and do not plan to exit the event until after the event is closed will be permitted to park towards the end of Shoal Falls Road near or behind the upper barn not to block access or egress to Shoal Falls Road. Any staff member or volunteer arriving after gates open will be required to park in General Event Parking

Emergency Services/ Law Enforcement - EMS/Fire & HCSO will stage at the main barn/events hall. This location is geographically in the center of the event with quick access to and egress via Shoal Falls Road. In the event of an emergency, both entrances will be shut down and vehicles pulled off road to facilitate emergency vehicle ingress / egress. Ambulances should enter off Dupont Road. Fire apparatuses and law enforcement vehicles should enter via Shoal Falls Road.

Vendors - Vendors for the event will be placed around the perimeter of the patron area. This area will be on the east side of Shoal Falls Road in the event space. Vendors are required to be parked and setup in advance of gates opening. Vendor representatives that arrive after gates open will be required to park in General Event parking.

Crowd Management - Security Staff are lead by a "Trained Crowd Manager." The venue is largely open, with few confined spaces. The attached map depicts two alternative crowd staging areas to be used during an emergency event.

Emergency Events – There are three realistic emergency event scenarios.

- 1) **Flash Flood:** In the event of a flash flood, patrons will be moved to crowd staging area 01. It is high ground, and the barn provides shelter for a limited number of individuals.
- 2) **Structure Fire:** In the event of a structure fire, patrons will be moved to crowd staging area 02. It has considerable separation from all structures, and allows staff to keep Shoal Falls Road clear for emergency vehicles.
- 3) **Individual Emergency:** An individual emergency is the most realistic emergency event. This includes heart attack, stroke, critical physical injury such as broke leg or arm, and similar. In the event of an individual emergency, the patron will be stabilized at the location of discovery or, if possible, relocated to the EMS/Fire &

HCSO staging area. All traffic will be diverted off Shoal Falls Road until emergency personnel arrive and depart with the patron.

Lost Children – In the event that a parent reports a lost child, the following protocols will be followed:

- 1) Security Staff will immediately shut down all points of venue ingress / egress. Staff will engage HCSO staff to position themselves at each point of ingress / egress, and no vehicle will exit the venue unless fully searched.
- 2) The reporting adult will be positioned at the EMS/Fire & HCSO staging area to identify the child when found.
- 3) HCSO staff will notify local law enforcement and prepare for the issuance of an Amber alert in keeping with HCSO policy.
- 4) Announcements to the child will be made from the main stage, directing the child to the EMS/Fire & HCSO staging area.
- 5) All Staff and available EMS/Fire & HCSO will begin a comprehensive sweep of the camping area, parking areas, and the venue. The sweep will begin on the outward perimeter and work inward to the center in a controlled manner.

In the event that a child reports a lost parent, the following protocols will be followed:

- 1) The Staff member to whom the child initially reports will escort the child to the EMS/Fire & HCSO staging area.
- 2) The Staff member will summon at least one additional Staff member to the EMS/Fire & HCSO staging area.
- 3) A minimum of two Staff members will remain with the child until a parent is found. Under no circumstances will the original reporting Staff Member leave the presence of the child.
- 4) Announcements to the parent(s) will be made from the main stage, directing the parent(s) to the EMS/Fire & HCSO staging area.
- 5) Upon arrival of a parent, the parent will present valid identification, which will be photographed. The child will be asked to verify the identity of the adult.
- 6) Upon credible identification, the child will be released to the adult; both will be photographed before departure.

EVENT STAFF

Oskar Blues Brewery has hired Mountain Song Productions, led by John Felty, to produce events at REEB Ranch. Mountain Song Productions includes a team of highly skilled individuals with years of valuable event experience. John produces several large events including the White Squirrel Festival in downtown Brevard with an attendance of over 25,000 and the Mountain Song Festival in Brevard with an attendance of 2,500 each day. Their qualifications and experience are listed below.

This is the core staff and other qualified persons are either added or substituted as needed.

John Felty - Professional Event Promoter, Producer, Director and Event Manager.

- Created and developed White Squirrel Festival in Brevard, NC now in its 14th year.
- Created Mountain Song Festival in Brevard, NC now in its 10th year. Responsible for building and training staff in all operations: parking/traffic control, ticketing, security, bar management, vendor coordination, recycling and waste management, house management, production, artist relations, and talent buying.
- Interfaces with city/county officials to provide needed emergency and law enforcement support at events and help develop operational pre-planning.
- Numerous contract engagements providing production and event management services for other events, utilizing Mountain Song Productions staff.

Rainbow Sipe - Staffing and Event Management Coordinator

- Responsible for staff recruitment, volunteer coordination, communications and pre-planning.
- Ten years with Mountain Song Festival
- Mountain Song contract team (additional event management experience with other events)
- Previous experience - security staff and support at Variety Playhouse in Atlanta GA

Josh Freeman - Security Coordinator

- Responsible for orientation and briefing of event security staff, security situation plan and implementation and execution of policies and protocols
- Ten years with Mountain Song Festival
- Mountain Song contract management team (additional event security/management experience with other events)
- Current City of Brevard Planning Director – daily experience in emergency, safety and law enforcement interface.

Jim Fox - Event Site Operations and Logistics and Security

- Responsible for site infrastructure build out and set up, safety planning and facilitation, and security assistance.
- Eight years with Mountain Song Festival

- Mountain Song contract management team (additional event security/management experience with other events)
- Previous experience - Sixteen years with Connestee Fire and Rescue (on leave) EMT-D, certified rescue diver, high angle rescue technician, member of Southern Transylvania EMS.
- Experienced interface with emergency services and law enforcement

Brad Toms - Parking and Traffic Coordinator

- Responsible for traffic control, safety and parking efficiency with 1000+ vehicles
- Maintaining ingress and egress for emergency vehicles
- Six years with Mountain Song Festival
- Multiple years' experience employed as fire/rescue in Henderson County, NC
- Career (full-time) FireFighter/EMT - Valley Hill Fire Rescue (Henderson County) 2.5 years
- EMT-Paramedic (part-time) Transylvania County EMS - 5+ years
- Fire Science/ EMS Instructor (Full-Time) - Blue Ridge Community College - 5+ years - (current employer)

Sean Snowdon - House/Venue management and Security VIP/Brewer Camping Coordinator

- Various site management and logistics, guest/patron management, and problem solving
- Ten years with Mountain Song Festival
- Mountain Song contract management team (additional event security/management experience with other events)

Keenan Smith - Bar Service Manager

- Responsible for acquiring bar servers and overseeing NC alcohol safety exam, managing bar staff, and ID check
- Maintains and manages bar inventory and supplies
- Ten years with Mountain Song Festival
- Mountain Song contract team (additional event management experience with other events)

Val Smith - Front Gate and Ticketing/Registration

- New Staff - Responsible for ticketing process and staff management/orientation
- Registered Nurse - Director of Nursing Staff at Transylvania Regional Hospital

Neal Beam - Camping Coordinator

- New Staff - obtaining degree in wilderness leadership and environmental education.
- Wilderness First Responder Certification

Most of the Mountain Song Productions staff have worked under John Felty's direction at many other events. They all display quality of character, problem solving and decision making and other skills/qualities that make them an exceptional leadership team. They have an in depth understanding of protocols in a live event paradigm, helping to create a positive experience for staff, volunteers and patron/guests.



CROWD STAGING AREA MAP

1: Crowd Staging Area
01

2: Crowd Staging Area
02



**1: Shoal Falls Road
Entrance**

**2: Dupont Road / Camping
Entrance**

3: Camping Area

4: Parking Area

5: Venue

6: EMS / HCSO Position

**NORTH CAROLINA
ALCOHOLIC BEVERAGE CONTROL COMMISSION**

Location: 400 EAST TRYON ROAD
RALEIGH NC 27610
(919)779-0700
abc.nc.gov

AMOUNT FEE PAID: _____
DATE: _____
RECEIVED BY: _____
TEMP. #: _____

APPROVED _____
REJECTED _____
BY: _____
DATE: _____

(Do Not Write Above This Line)

**SPECIAL ONE-TIME PERMIT APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES**

Application Instructions:

- A. Complete this application in its entirety. (Please print.)
- B. Applicant's signature must be notarized.
- C. The fee for a Special One-Time permit is \$50.00.
- D. The fee must be submitted by certified check, cashier's check, or money order, and made payable to the North Carolina Alcoholic Beverage Control Commission.
- E. The permittee shall notify local law enforcement and have the notification signed by law enforcement. (On back of form.)
- F. The completed application must be submitted 14 days prior to event occurrence.

I hereby make application to the North Carolina Alcoholic Beverage Control Commission for a Special One-Time permit allowing the sale or service of alcoholic beverages at the event described below:

Please check applicable box(es):

I (We) are a : Nonprofit or Political Organization, requesting authorization to Sell or Serve at a ticketed event the following:

Malt beverages Spirituous Liquor
 Wine Permit brownbagging

The following documents are required:

1. Lease or rental agreement between nonprofit organization and owner of the premises.
2. Diagram of the actual premises showing all entrances, exits, bar areas, and where consumption and/or sale will take place.
3. Documentation to show that the organization is exempt from taxation under the appropriate subsection of Section 501(c) of the Internal Revenue Code or is exempt under similar provisions of Chapter 105 of the North Carolina General Statutes.
4. Purpose of fund-raiser and recipient of funds raised.
5. Certified copy of criminal record check must be submitted for individual applying for a special one-time permit.
6. A political party as defined in NC General Statute 163-96(a)(1) or (2) or a campaign organization which has properly filed and has had a person certified as a candidate . Statute 163-1.

NAME OF ORGANIZATION OR CANDIDATE: CAN'd Aid Foundation

LOCATION: Where event or transaction will take place
Name of Building: (if applicable) REEB Ranch
Address: 315 Shoals Falls Rd. Hendersonville, NC 28739

COUNTY: Henderson If event is being held inside the city limits, indicate city: _____
(In which event is to be held)

MAILING ADDRESS FOR PERMIT: Oskar Blues Brewery 342 Mountain Industrial Dr. Beavert, NC 28712

DATE(S) OF EVENT: April 16, 2016 Estimated Attendance 2000

TIME OF EVENT: Beginning April 16, 2016 9:00 a.m. Ending April 17, 2016 3:00 p.m.

PERSONAL INFORMATION OF INDIVIDUAL REPRESENTING THE ORGANIZATION OR CANDIDATE:

DIANA FALLS RALSTON
First (no abbreviations) Middle Last
10/19/70
Date of Birth
8348 OURAY DR. LONGMONT CO 80503
Applicant's Home Address City State Zip Code
 () (970) 275-5156 (303) 776-1914 (303)
Home Telephone # Business Telephone # FAX #
 Email: diana@oskarblues.com
(please print clearly)

NOTIFICATION TO LOCAL LAW ENFORCEMENT:

To be completed by an officer of the Sheriff's Office, if event is held in the County, or completed by an officer of the Police Department, if event is held in the City.

MAJ. STEVE CARTER MAJ. [Signature]
Name of Officer Signature of Officer
HENDERSON COUNTY SHERIFF'S OFFICE (828) 694-2799
Department of Officer Telephone #

Comments _____

It is a Crime to make a false statement to obtain an ABC Permit

I CERTIFY UNDER OATH OR AFFIRMATION THAT:

- I am not less than 21 years of age.
- I have not been convicted of a misdemeanor controlled substance offense or alcoholic beverage offense within the past two years.
- I have not been convicted of a felony within the past three years, and if convicted of a felony before then, I have had my citizenship restored.
- I have not had an alcoholic beverage permit revoked within the past three years.
- All of the information supplied by me in this application is complete and accurate.
- I understand that ABC law prohibits any type of gambling activities or equipment upon my licensed premises (even if not for profit).
- I, or my agent, will personally supervise the sale of alcoholic beverages and abide by all ABC laws.
- I understand that failure to abide by the ABC laws may result in the immediate revocation of my privilege to sell/serve alcohol.

JOSH BURKE
 Notary Public
 State of Colorado
 20184012552

[Signature]
 Signature of Applicant

Sworn to and subscribed before me this the 10th February 2016
Day Month Year

My commission expires: 4-8-2020
 Signature of Notary

MAIL THIS APPLICATION TO:

If sending by U.S. Postal Service (regular mail):
 NC ABC COMMISSION
 ATTN: PERMIT & PRODUCT COMPLIANCE
 4307 MAIL SERVICE CENTER
 RALEIGH, NC 27699-4307

If sending by U.S. Postal Service EXPRESS MAIL or by FEDEX/UPS:
 NC ABC COMMISSION
 ATTN: PERMIT & PRODUCT COMPLIANCE
 400 EAST TRYON ROAD
 RALEIGH, NC 27610

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Commercial Realty
1508 Military Cutoff Rd, Suite 201
Wilmington, NC 28403
Phone: 910-392-9800, Fax: 910-791-0453



COMMERCIAL LEASE AGREEMENT
(Single Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between

ROCK BIRCH LLC
1400 Pikes Rd
, a(n) CO LLC ("Landlord"),
(Individual or State of formation and type of entity)

whose address is 1400 Pikes Rd, Lenoir, CO 80501

and
CARD AID
, a(n) SOLIC ("Tenant"),
(Individual or State of formation and type of entity)

whose address is 1800 Pikes Rd Lenoir, CO 80501

If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of

(name(s) of guarantor(s)) attached hereto and incorporated herein by reference.
(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the "Premises"), to wit:

(Address): 315 Summit Falls Road, Hendersonville, NC 28753

All A portion of the property in Deed Reference: Book _____, Page No. _____,
County; consisting of approximately 1.40 acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____
at Page(s) _____, _____ County, consisting of _____ acres.

If this box is checked, Premises shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: _____)

TERM

2. The term of this Lease shall commence on APRIL 16, 2016 ("Lease Commencement Date"), and shall end at midnight on APRIL 15, 2016 unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____



Tenant Initials DR



Page 1 of 10
Landlord Initials [Signature]

days prior to the end of the then expiring term of this Lease, for _____ additional term(s) of _____ years each.

Option to Lease- If this box is checked, Tenant, upon the payment of the sum of \$ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (I) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (II) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on APRIL 16, 2016 (Lease Commencement Date), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of \$ 1,500, payable in equal monthly installments of \$ _____, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every Lease Year Anniversary by _____ % over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every Lease Year Anniversary by \$ _____ over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed,

If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

LATE CHARGES

4. If Landlord fails to receive full rental payment within _____ days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to _____ percent 0 (%) of the overdue amount or \$ 50 whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$ 0 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each (and every) term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate

toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable Service Obligations prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

<u>Service Obligation</u>	<u>Landlord</u>	<u>Tenant</u>	<u>Not Applicable</u>
Sewer/Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HVAC (maintenance/service contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Elevator (including phone line)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fiber Optic	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Janitor/Cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Traffic/Dumpster	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landscaping/Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sprinkler System (including phone line)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord makes no representations or warranties with respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. The rules and regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease.

PERMITTED USES

8. The permitted use of the Premises shall be: EVENTS & FUND RAISING ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations

Tenant Initials [Signature]

Landlord Initials [Signature] Page 3 of 10

with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES AND INSURANCE

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof; as follows:

Taxes

The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or

All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Premises for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

If this box is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.

Insurance

the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.

Provided, however, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant also shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

If this box is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this paragraph 9.

(Note: The following box should only be checked if there are no boxes checked above in this paragraph 9.)

If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than 1,000,000 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity

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provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors), except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

12. Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, including any building and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping.

(a) Tenant, at its expense, also shall maintain in good order and repair the heating, ventilation and air conditioning equipment, including but not limited to replacement of parts, compressors, air handling units and heating coils; provided that, as to repair or replacement expenses for heating, ventilation and air conditioning equipment in excess of \$ 1000 (per occurrence) or \$ 1000 (annually), Landlord shall reimburse Tenant for the amount in excess of the stated amount, provided that Tenant has obtained Landlord's prior written approval of the contractor and the repair or replacement.

(b) Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$ 1000.

Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturer's or installer's warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

DESTRUCTION OF OR DAMAGE TO PREMISES

14. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 14(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270)-day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

15. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

16. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

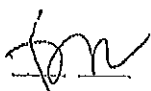
(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (I) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (II) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 16, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

17. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the

Tenant Initials



Landlord Initials  Page 8 of 10

Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

18. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

EXTERIOR SIGNS

20. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

21. Landlord may advertise the Premises "For Rent" or "For Sale" _____ days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

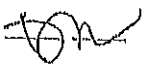
22. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

23. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

24. (i) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.



(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph 24 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMEN; ESTOPPEL

25. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

26. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address

Tenant Initials

TOR

Landlord Initials

Page 9 of 10

upon written notice to the other parties, given as provided herein.

GENERAL TERMS

28. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 9, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

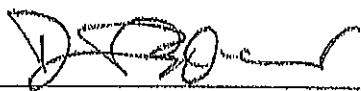
SPECIAL STIPULATIONS

If this box is checked, additional terms of this Lease are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions.)

THIS DOCUMENT IS A LEGAL DOCUMENT, EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have herunto caused this Lease to be duly executed.

LANDLORD:
Individual

LANDLORD  DATE 2/10/16

LANDLORD _____ DATE _____

(SEAL)

Business Entity Reed Bills Rental
(Name of Firm)

By: _____ (SEAL)

Title: CFO

TENANT:

Tenant initials _____

Individual

TENANT DMC DATE 2/10/16

TENANT _____ DATE _____

(SEAL)

Business Entity Cash A.S
(Name of Firm)

By: DMC (SEAL)

Title: Executive Director

85' to nearest entrance east
25' to nearest entrance west

Checkpoint

GRID
MONUMENT

Camp Blue Starkey PRESENTS LOADED UP AND TRUCKIN'

WARREN REYNOLDS & MATHIAS MATHEWS

SHOALS FALLS ROAD

Soil Road

BRIDGE

Woodland

Checkpoint

Checkpoint

ROAD

Det. Garage

Cottage
1694 S.F.

Garage

Festival
(consumption & Stage
vending) 1000 S.F.

Building
1000 S.F.

Hard spaces
possible space

Food

Barn
4889 S.F.

Barn
2560 S.F.

Barn
1000 S.F.

Barn
700 S.F.

10' Gravel Road


925 59-1181
PATERSCH
336, PAGE 608
PLAT SLICE 6706

9525 50-2679
CEL & CHERYL HEWY
1329, PAGE 206
PLAT SLICE 6706

9585 5A-3416
MATHIAS MATHEWS
581 345, PAGE 304
PLAT SLICE 6706

9585 5B-6560 30
LUKA ORLOVIC
051 1416, PAGE 303
PLAT SLICE 6706

59-3024
MATHIAS
172

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248156166
Apr. 02, 2014 LTR 4168C 0
46-3692906 000000 00

00023811

HOUCI TR

OSKAR BLUES CAND AID FOUNDATION
1800 PIKE RD
LONDMONT CO 80501



020688

Employer Identification Number: 46-3692906
Person to Contact: Mr. Galluppi
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 24, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 2013.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

CAN'D AID FOUNDATION FUNDRAISING EVENT @ REEB RANCH

Feb 10, 2016

The purpose of the fundraising element of the April 16 & 17, 2016 event at REEB Ranch is to raise funds & awareness for the CAN'd Aid Foundation, a 501 (c)(3) public charity. Beer sales as well as merchandise sales and donation opportunities will be the primary sources of fundraising and 100% of proceeds will benefit the CAN'd Aid Foundation.

Since its inception in September 2013, CAN'd Aid Foundation has donated \$700,000 for Colorado Flood Recovery efforts and an additional \$250,000 for programs which support child & family advocacy, outdoor rec and health & wellness, arts & culture and environmental sustainability.

In addition to raising funds through ticket & alcohol sales, The CAN'd Aid Foundation's national recycling program will be in operation collecting all compostable & recyclable materials from the event.

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GUNNISON COMBINED COURTS
GUNNISON COUNTY COURTHOUSE
200 EAST VIRGINIA AVENUE
GUNNISON, COLORADO 81230

September 26, 2014

RE: Criminal Record Check Diana F. Ralston

To Whom It May Concern,

While running a criminal record check for Diana F. Ralston with DOB: 10/19/1970, our records indicate a traffic citation in 2009 which was dismissed. There are no other records available for the requested individual.

Please contact me if you have any questions or concerns.

Sincerely,

Desiree Bartelli
Court Judicial Assistant



CERTIFIED TO BE A TRUE AND CORRECT
COPY OF ORIGINAL IN MY CUSTODY

DATED September 26, 2014
CLERK Desiree Bartelli