

STATE OF NORTH CAROLINA

AGREEMENT FOR LEASE OF REAL PROPERTY

COUNTY OF BUNCOMBE

THIS AGREEMENT FOR LEASE OF REAL PROPERTY (referred to sometimes herein as the "Agreement"), is made and entered into this ___ day of September, 2014 by and between **BUNCOMBE COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as "County"), and **WICKED WEED BREWING, LLC**, a North Carolina limited liability company (hereinafter sometimes referred to as "Wicked Weed").

County is the owner of a certain tract or parcel of land located at 145 Jacob Holm Way, Candler, North Carolina (hereinafter sometimes "Property"), and as more particularly described in deed recorded in Book 5175, Page 931 Buncombe County, NC Registry. Said Property includes a building approximately 40,000 square feet of industrial space. The Property is also shown on the records of the Buncombe County Tax Office as PIN: 9617-73-4279.

The Property is that tract shown as Phase III Lot A, 5.80± Acres (D.M.D.), as shown on plat recorded in Plat Book 106, Page 194 Buncombe County Registry reference to which plat is hereby made for purposes of description.

County desires to lease the building and Property (the "Premises") to Wicked Weed and Wicked Weed desires to lease said Premises from County for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

A. LEASE OF PREMISES. Wicked Weed shall lease the Premises from County, subject to the following terms and conditions:

1. Initial Term of Lease. The Initial Term of this Lease shall begin on October 1, 2014 and end at 12:59:59 p.m. on June 30, 2014.

2. Two and One-Half Year Term. This Lease will automatically renew for one (1) additional term of Two and One-Half (2 ½) years to begin July 1, 2015 and end at 12:59:59 p.m. on December 31, 2017 on the terms and conditions as herein contained.

3. Rent. The rent payable by Wicked Weed to County for the **Initial Term** shall be the sum of One (\$1.00) Dollar.

Rent payable by Wicked Weed to County for the **Two and One-Half Year Term** shall be as follows:

July 1 - Dec. 31, 2015 rent shall be \$30,000 payable in monthly installments of \$5,000 each.

Calendar Year 2016 rent shall be \$60,000 payable in monthly installments of \$5,000.00 each.

Calendar Year 2017 rent shall be \$70,000 payable in monthly installments of \$5,833.33 each.

Due Date. Each Rental payment for the Two and One-Half Year Term shall be due and payable in advance on the first day of each calendar month during the Term

Right to Repay. The Amounts Due under the Two and One-Half Year Term can be prepaid in full or in part at any time without penalty or premium.

4. Utilities. Wicked Weed shall, during the lease term, pay and be responsible for all utilities, including but not limited to water, sewer, telephone and other communication utilities, electricity, gas and garbage/recycling service. County shall not be in any way be responsible for the interruption of utility services.

5. Late Charges. Other remedies for non-payment notwithstanding, any amount due under any provision of the Lease (including, without limitation, rents, costs, charges, additional rents, or reimbursements) which is not paid by Wicked Weed within ten (10) days after the due date as herein provided, shall be subject to a late charge equal to the greater of two percent (2%) of the amount due or twenty-five dollars (\$25.00), which shall be deemed additional rent. The late charge is due and payable at the end of the tenth day after the original unpaid amount is due and payable as herein provided. Any amount due under any provision of the Lease which is not paid within thirty (30) days after the date due, shall accrue interest from the due date at the highest legal rate, not to exceed eighteen percent (18%), until paid in full, which interest shall be deemed additional rent.

6. Condition of Property, Maintenance and Repairs. Wicked Weed shall take over the Premises at the beginning of the Initial Term, and through and including the Two and One-Half Year Term AS IS, where is and with all faults in its current condition. Wicked Weed shall be responsible for all upfits, repairs and maintenance necessary on the Premises, including, but not limited to HVAC installation, maintenance and repair. Wicked Weed shall at its own expense be responsible for keeping the interior and exterior of the building in a clean and orderly condition and for replacing all light bulbs, clearing plumbing blockages for facilities within the building as well as all doors, locks and windows that are a part of the Premises. Wicked Weed shall be responsible for the maintenance of the yard, grounds and parking areas of or related to the lease Premises, including snow and ice removal. County shall not be responsible for any upfit, maintenance or repairs of or related to the Property and Premises from and after the effective date of this Agreement.

7. Acceptance of Premises. Wicked Weed acknowledges the act of taking possession of the Property and Premises shall constitute conclusive evidence Wicked Weed has inspected and examined the Property and Premises and understands that it must finish the interior of the building and make all necessary and appropriate utility installations. Wicked Weed accepts the Property and Premises and Wicked Weed leases the Property and Premises in "as is" condition.

8. Condition of Premises Upon Termination. In the event of the termination of this Lease, Wicked Weed shall return the Property and Premises to County in at least substantially in the same condition as accepted, loss by fire or reasonable wear and tear excepted.

9. Alterations and Improvements. Wicked Weed may, at Wicked Weed's expense, have the right, upon County's express prior written consent which shall be deemed provided hereby with the County's execution of this Lease, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Wicked Weed may deem desirable, provided that the same are made in a workmanlike manner and utilizing good quality materials.

Any such additions, improvements and replacements of and to all or any part of the Premises shall become and be considered a part of the Premises and shall become the property of County, its successors and/or assigns. Provided, however, Wicked Weed shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Wicked Weed at the commencement of the Lease term or placed or installed on the Premises by Wicked Weed thereafter, shall remain Wicked Weed's property free and clear of any claim by County. Wicked Weed shall have the right to remove the same at any time during the term(s) of this Lease provided that all damage to the Premises caused by such removal shall be repaired by Wicked Weed at Wicked Weed's expense.

10. Property Taxes. Wicked Weed agrees to pay all applicable real estate taxes, personal property taxes and assessments of every nature assessed against the Property and Improvements occupied by Wicked Weed, as well as be responsible for the payment of any ad valorem or other taxes assessed against any stored goods or any contents placed on the Property by Wicked Weed or on any machinery, equipment, fixtures, or rolling stock located thereon.

Upon receipt of any such tax or governmental or private assessment statement by County, then the County shall promptly deliver the same to Wicked Weed. Wicked Weed shall pay any such tax or assessment on or before the later of the following dates: (a) ten (10) days prior to the date on which such tax or assessment becomes delinquent, or (b) thirty (30) days following his receipt of such statement from County or directly from the taxing authority. All such taxes and assessments shall be deemed additional rent hereunder.

11. Insurance.

- a. If any building or improvement situated on the Premises is damaged by fire or other casualty resulting from any act or negligence of Wicked Weed or any of Wicked Weed's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Wicked Weed shall be responsible for the costs of repair not covered by insurance. Wicked Weed will provide County with a certificate of insurance evidencing this coverage.
- b. Wicked Weed shall be responsible, at its own expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in or

on the Premises. Wicked Weed will provide County with a certificate of insurance evidencing this coverage.

- c. Wicked Weed shall, at its own expense, maintain a policy or policies of commercial general liability insurance with respect to the Premises and activities on the Property with a minimum limit of \$1,000,000 and a \$3,000,000 general aggregate. County shall be listed as an additional insured on this policy. Wicked Weed will provide County with a certificate of insurance evidencing this coverage.
- d. Wicked Weed must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee. Wicked Weed will provide County with a certificate of insurance evidencing this coverage.
- e. Wicked Weed shall, upon execution of this Lease and annually thereafter, provide County with current Certificates of Insurance evidencing Wicked Weed's compliance with this section. All insurance shall be procured from reputable insurers authorized to do business in North Carolina. Wicked Weed shall obtain the agreement of Wicked Weed's insurers to notify County that a policy is due to expire at least thirty (30) days prior to such expiration.
- f. Before commencing work and during the term of the contract, any Contractor of Wicked Weed performing or providing labor and/or materials on the Premises shall furnish Wicked Weed and County with certificates of insurance on an approved form consistent with this paragraph. The certificates shall provide that policies shall not be canceled or changed until thirty (30) days written notice has been given to the Owner's Representative. All insurance shall be procured from reputable insurers authorized to do business in North Carolina.

12. Assignments and Subletting. Wicked Weed shall not have the right to assign the within Lease, nor sublet the Premises or any portion thereof.

13. Signs. Following County's written consent, which shall not be unreasonably withheld or delayed, Wicked Weed shall have the right to place on the Premises, at locations selected by Wicked Weed, any signs which are permitted by applicable zoning ordinances and private restrictions. County shall cooperate with Wicked Weed in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Wicked Weed to place or construct the foregoing signs. Wicked Weed shall repair all damage to the Premises resulting from the removal of signs installed by Wicked Weed.

14. Entry. County shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided County shall not thereby unreasonably interfere with Wicked Weed's business on the Premises.

15. Default. If default shall at any time be made by Wicked Weed in the payment of rent when due to County as herein provided, and if said default shall continue for fifteen (15) days after

written notice thereof shall have been given to Wicked Weed by County, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Wicked Weed, and such default shall continue for thirty (30) days after notice thereof in writing to Wicked Weed by County without correction thereof then having been commenced and thereafter diligently prosecuted, County may declare the term of this Lease ended and terminated by giving Wicked Weed written notice of such intention, and if possession of the Premises is not surrendered, County may reenter said Premises and said reentry shall not constitute a breach of the peace. In the event County terminates this Lease pursuant to this paragraph, Wicked Weed shall be liable to County for the remaining rent that would have been due for the unexpired term of the Lease notwithstanding such termination. County shall have, in addition to the remedy above provided, any other right or remedy available to County on account of any Wicked Weed default, either in law or equity. County shall use reasonable efforts to mitigate its damages.

16. Remedies. Upon the occurrence of any Event of Default as set forth above, County shall have the right, at its option, to utilize any one or more of the following remedies:

- a. County shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of the Wicked Weed hereunder by giving to Wicked Weed notice of such cancellation at the Premises, whereupon, this Lease and all right, title and interest of Wicked Weed hereunder shall terminate and the Wicked Weed shall have no further rights under this Lease; but such cancellation shall not serve to release or discharge Wicked Weed from any liability to County; and/or
- b. County may elect, but shall not be obligated, to make any payment required of Wicked Weed herein or to correct any condition required to be corrected by Wicked Weed, or comply with any agreement, term or condition required hereby to be performed by Wicked Weed, and County shall have the right to enter the Premises for the purpose of correcting or remedying such condition or default and remain on the Premises until the complete correction of such condition, however, no expenditure for any correction by County on behalf of Wicked Weed shall be deemed to waive or release Wicked Weed's breach hereof, County shall retain all rights to proceed against Wicked Weed as set forth herein and Wicked Weed shall be liable for all costs incurred by County; and/or
- c. County may reenter the Premises immediately with or without order of Court without being guilty of trespassing and remove the property and personnel of Wicked Weed and store such property in a public warehouse or at any such other location selected by County, all at the sole expense of Wicked Weed. After such reentry, County shall have the right to terminate this Lease by giving notice of termination to Wicked Weed, but without such notice, the reentry by County shall not terminate this Lease. Upon termination, County may recover from Wicked Weed all damages resulting from Wicked Weed's breach, including but not limited to the cost of recovery of the Premises and placing them in satisfactory condition, the value of the balance of this Lease over the reasonable rental value of the Premises for the remainder of the Term, all of which sums shall be immediately and payable to County; and/or

- d. All of the rights and remedies provided by law to a County with defaulting Wicked Weed including all such money damages as County shall be entitled pursuant to the law of damages.
- e. **Costs and Attorney's Fees.** Upon any breach of any of the terms or conditions of this Lease, including the timely payment of rental or other charges, regardless of whether such breach is, or becomes, an Event of Default, County shall be reimbursed by Wicked Weed for any and all costs including clean-up charges, damages and repair charges incurred by County, plus County's reasonable attorney's fees, in connection with such breach and including service charges and all real estate commissions on all applicable payments for services charges and all real estate commissions on all applicable payments for services rendered and interest at the rate of one and one-half percent (1.5%) per month from the date any such charge is due until the date paid.

17. Time Periods. In the event of any conflict of any of the provisions hereof regarding the amount of time which must elapse after notice before the same constitutes an Event of Default whereby County may exercise its rights pursuant to this Lease, the provisions establishing the least amount of time after notice shall prevail.

18. Covenants of County. County covenants and warrants that upon performance by Wicked Weed of its obligations hereunder, County will keep and maintain Wicked Weed in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the terms of this Lease.

19. Compliance with Law. Wicked Weed shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Wicked Weed's use of the Premises.

20. Inspection. County or its agent shall have the right at all reasonable times to enter and inspect the Premises and/or to show the Premises to any prospective tenant(s) or purchaser(s) during normal business hours with 24 hours notice; provided that when the Term may terminate in fewer than 3 months, County or his agent may show the Premises to any prospective tenant(s) or purchaser(s) without notice during normal business hours. Any such inspection or entry by County shall not interfere with the use and quiet enjoyment of the Premises by Wicked Weed.

B. GENERAL PROVISIONS.

1. Possession. Possession of the Premises shall be delivered to Wicked Weed at the commencement of the Lease.

2. Holding Over. In the event Wicked Weed remains in possession of the Premises after expiration of this Lease, without mutual written agreement to the contrary, Wicked Weed shall not acquire any right, title or interest in or to the Premises, and in such event, Wicked Weed shall occupy the Premises as a tenant from month to month, but shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable.

3. Surrender of Possession. Upon the expiration or other termination of the Lease, Wicked

Weed shall quit and surrender to County the Premises, broom clean, in good order and condition, ordinary wear excepted, and Wicked Weed shall remove all of its property except as otherwise provided herein. If Wicked Weed does not remove its property of every kind and description from the Premises prior to the termination of the Lease, however ended, and County shall not have requested the removal of same by Wicked Weed pursuant to this Lease, Wicked Weed at County's election to be evidenced by written notice to Wicked Weed within 15 days after the termination of the Lease, but not otherwise, shall be conclusively presumed to have conveyed the same to County under this Lease as a bill of sale without further payment or credit by County to Wicked Weed and County may remove the same and Wicked Weed shall pay the cost of such removal to County upon demand. In the event County does not so elect to compel conveyance of such property, County may dispose of such property in any manner whatsoever to the fullest extent permitted by law, including, without limitation, the sale, scrapping, and/or destruction thereof without further obligation to Wicked Weed and Wicked Weed shall pay to County, promptly on demand, the reasonable expenses of such disposal. Wicked Weed's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease.

4. Condemnation. If any legally, constituted authority condemns the building situated on the Property or such part thereof which shall make the Premises materially unsuitable for Wicked Weed's use, this Lease shall terminate when the public authority takes possession, and County and Wicked Weed shall account for rental as of that date.

5. Damage or Destruction. If the Premises or any part thereof shall be damaged by fire or other casualty, and Wicked Weed shall give prompt written notice thereof to County, then County may elect:

- a. to terminate this Lease as of the date of the fire or other casualty, by notice to Wicked Weed within sixty (60) days after the date of such notice; or
- b. proceed with reasonable diligence to repair or cause to be repaired the Premises so damaged, and if the Premises, or any part thereof, shall be rendered untenable by reason of such damage, the Rent, or an amount thereof apportioned according to the area of the Property so rendered untenable, shall be abated for the period from the date of such damage to the date when the damage shall have been repaired as aforesaid; provided, however, that if County or any mortgagee of the Property shall be unable to collect the insurance proceeds (including lease insurance proceeds) applicable to such damage because of some negligent act or omission on the part of Wicked Weed, or any employee, licensee or invitee of Wicked Weed, the cost of repairing such damage shall be paid by Wicked Weed and there shall be no abatement of Rent so long as County is using its best efforts to repair the damage. County shall not be liable for any inconvenience or annoyance to Wicked Weed or injury to the business of Wicked Weed resulting in any way from such damage or the repair thereof. In no event shall County be required to repair any damage to the Building not covered by County's insurance on the Building.
- c. Option to Terminate Lease: If the Building shall be so damaged by such fire or other casualty that substantial alteration or reconstruction of the Building shall, in County's sole opinion, be required (whether or not the Property shall have been damaged by such fire or other casualty), then County may, at its option, terminate the lease and the term and estate hereby

granted, by notifying Wicked Weed in writing of such termination within sixty (60) days after the date of such damage.

If County shall give notice of termination pursuant to any event set forth above, the Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinafter set for the expiration of the term of this Lease, and the Tenant shall pay the pro rated amount of the Rent to the date of such termination whereupon all rental obligation of Wicked Weed shall be deemed paid in full. Wicked Weed shall be relieved from paying rent and other charges during any portion of the Lease term that buildings and improvements situated on the Property are inoperable or unfit for occupancy, or use, in whole or in part, for Wicked Weed's purpose.

6. Risk. All personal property placed in the Property shall be at the risk of Wicked Weed, or the owner thereof, and County shall not be liable for any damage to said personal property, or to Wicked Weed arising from the bursting of pipes, or leaking of water or steam pipes, or from any act of negligence of Wicked Weed, or any other occupant of the Premises or of any other person whomsoever, nor from the leaking of the roof, nor from the leaking or overflowing of water or sewer pipes, or from heating or plumbing fixtures, or from the handling of electric wires or fixtures, or from any other cause whatsoever, except for causes arising from the negligent acts or omissions of County. Wicked Weed understands that County will not carry insurance of any kind on Wicked Weed's furniture or furnishings or on any fixture or equipment removable, or unremovable, by Wicked Weed under the provisions of this Lease, and that County shall not be obligated to repair any damage thereto or replace the same. Wicked Weed may, at the expiration or earlier termination of this Lease, remove all personal property and movable trade fixtures which Wicked Weed has placed in the Premises, provided Wicked Weed repairs all damages to the Premises caused by such removal.

In addition, County shall not be liable for any property stolen or taken from the Property by any person or persons.

7. Hazardous Materials and Medical Waste. Wicked Weed covenants and agrees that without prior written consent of County it shall not store, use, dispose of, discharge or release on or about the Premises any hazardous waste, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants, or toxic pollutants (the "Hazardous Materials"), as those terms are used in the Resources Conservation and Recovery Act, The Comprehensive Environmental Response, Compensation and Liability Act, The Hazardous Materials Transportation Act, The Toxic Substance Control Act, The Clean Air Act and the Clean Water Act, and any and all amendments thereto, or any regulation promulgated pursuant thereto, or in any applicable federal, state or local law, regulation, or ordinance; and further Wicked Weed shall properly dispose of all Hazardous Materials off the Premises consistent with all federal, state, and local laws, regulations, and ordinances. Wicked Weed further covenants and agrees to indemnify and hold harmless County from any and all losses, including all costs, expenses, other claims including attorney's fees which County might incur due to any improper disposal, release, storage, or otherwise dealing with such Hazardous Materials. This indemnity shall survive the termination of this Lease.

8. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to County to: County of Buncombe
c/o County Manager
200 College Street, Suite 300
Asheville, NC 28801

If to Wicked Weed to: Wicked Weed Brewing, LLC
91 Biltmore Avenue
Asheville, NC 28801

County and Wicked Weed shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

9. Waiver. No waiver of any default of County or Wicked Weed hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by County or Wicked Weed shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

10. Headings. The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Lease.

11. Mediation.

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter.
- The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

12. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

13. Consent. If any provision of this Lease requires the consent of either party, such party may withhold or delay its consent with respect to any matter in its sole and absolute discretion, unless otherwise specifically provided herein.

14. Parties. This Lease shall be binding upon and inure to the benefit of the parties, and their successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. Survival. If any provision of this Lease which by its nature and effect is required to be observed, kept or performed after the closing it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, provided nothing herein shall be construed to permit a transfer or assignment expressly prohibited by the terms of this Lease.

17. Entire Agreement. This Agreement contains the entire agreement and supersedes all previous agreements between the parties, and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. Severability. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19. Accord and Satisfaction. No payment by Wicked Weed or receipt by County of a lesser amount than the entire required rental amount as set forth herein shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and County may accept such check or payment without prejudice to County's right to recover the balance of such rent or pursue any other remedy in this Agreement.

20. Execution. This Lease shall only become a binding contract when signed by both Wicked Weed and County. This Lease may be signed in multiple originals, all of which together shall constitute one and the same instrument, with a signed original being retained by each party.

21. Construction. The parties agree that this Lease has been negotiated in an arms length transaction, and the provisions set forth herein are not to be construed against the party who drafted this Lease.

22. County's Title. County's title is and always shall be paramount to the interests of Wicked Weed, and nothing herein contained shall empower Wicked Weed to do any act which can, shall or may encumber such title.

23. Indemnification. Wicked Weed hereby agrees to indemnify, defend, and hold County harmless from any and all claims, damages, liabilities or expenses arising out of (a) Wicked Weed's use of the leased Premises, Property or parking areas, (b) any and all claims arising from any breach or default in the performance of any obligation of Wicked Weed, (c) any act, omission or negligence of Wicked Weed, its agents or employees; Wicked Weed further releases County from liability for any damages sustained by Wicked Weed or any other person claiming by, through or under Wicked Weed due to the leased Premises, Property, parking areas, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the said Property and improvements located thereon. Wicked Weed shall indemnify the County in all instances except where the County is primarily negligent through an act or omission. Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity.

24. Force Majeure. In the event the County or Wicked Weed shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act or default of the other party, war, fire, water, windstorm, or other reason beyond their control, the performance of such act shall be excused for the period of delay and the period of performance of any act shall be extended for a period equivalent to the period of delay.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

{Signatures on Following Pages}

BUNCOMBE COUNTY

By: _____

ATTEST:

Kathy Hughes, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Kathy Hughes, and hereby certifies that said Kathy Hughes, Clerk to the Board, personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners of County of Buncombe and that _____ of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said _____, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given.

Witness my hand and official stamp or seal, this the ____ day of _____, 2014.

Notary Public

My Commission Expires:

This instrument has been pre-audited
in the manner required by the
Local Government Budget and Fiscal Control Act.

Donna Clark, Finance Officer.

Wicked Weed Brewing, LLC

By: _____

By: _____

ATTEST:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is a Member/Manager of Wicked Weed and that he, as Member/Manager, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the company, as its act and deed.

Witness my hand and official stamp or seal, this the ____ day of _____, 2014.

Notary Public

My Commission Expires: