

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEATH'S DOOR SPIRITS, LLC		11/14/2018	Limited Liability Company: WISCONSIN
DEATH'S DOOR DISTILLERY, LLC		11/14/2018	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE MARKETING HUB, LLC		
<b>Street Address:</b>	2804 Gregory Street		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53711		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4755458	KRINGLE CREAM	
<b>Registration Number:</b>	4641961	KRINGLE CREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122220818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.222.5794		
<b>Email:</b>	jhbrown@michaelbest.com		
<b>Correspondent Name:</b>	Jeffrey H. Brown		
<b>Address Line 1:</b>	Michael Best & Friedrich LLP		
<b>Address Line 2:</b>	444 W. Lake Street, Suite 3200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	214120-9001		
<b>NAME OF SUBMITTER:</b>	Jeffrey H. Brown		
<b>SIGNATURE:</b>	/jeffrey h brown/		
<b>DATE SIGNED:</b>	06/18/2019		
<b>Total Attachments: 44</b>			

OP \$65.00 4755458



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of the 13<sup>th</sup> day of November, 2018, by and between THE MARKETING HUB, LLC, a Wisconsin limited liability company ("Purchaser"), and DEATH'S DOOR SPIRITS, LLC, a Wisconsin limited liability company, and DEATH'S DOOR DISTILLERY, LLC (collectively, "Sellers").

### RECITALS

A. Seller is engaged in the business developing, manufacturing, marketing, selling its Kringle Cream spirit line (the "Kringle Cream Line"), amongst its other business lines including whiskey, vodka and gin (the "Business").

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the assets of Seller used specifically for the Kringle Cream Line as more particularly set forth herein, for the consideration and on the terms set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Purchase and Sale of Purchased Assets.** Seller hereby agrees to sell, assign and transfer to Purchaser, and Purchaser agrees to purchase and acquire from Seller, free and clear of all liens and encumbrances, on the terms and subject to the conditions set forth in this Agreement, all of Seller's right, title and interest in and to all of the properties, assets and rights used by Seller exclusively in the Kringle Cream Line, other than the Excluded Assets (as defined below), as the same exist on the Closing Date, (hereinafter collectively referred to as the "Purchased Assets"), including without limitation the assets set forth on the attached Exhibit A and the following:

a. Breakthru Beverage Receivable. The certain account receivable on the Death's Door invoice to Breakthru Beverage Wisconsin (invoice 2226) for 256 12-pack cases of Kringle Cream, valued at \$34,816.00

b. Inventory. All inventories of supplies, raw materials, packaging, and finished product that are used exclusively in the Kringle Cream Line and owned by Seller on the Closing Date, including, without limitation, all Kringle Cream decorated bottles and cartons, all Stelvin closure gold caps and all marketing materials relating to the Kringle Cream Line (the "Inventory");

c. Purchase Contracts. All orders or contracts for the purchase of inventories, raw materials, products, or supplies for and exclusively related to the Kringle Cream Line ordered by Seller in the ordinary course of business prior to the Closing Date (the "Purchase Contracts");

d. Executory Contracts. Seller's interest in all executory licenses, contracts or agreements exclusively relating to the Kringle Cream Line entered into in the ordinary course of business which are assignable and which Purchaser elects to assume;

e. Customer Orders. All unfilled customer contracts, commitments, or purchase or sales orders exclusively for Kringle Cream received and accepted by Seller in the ordinary course of business prior to the Closing Date (collectively the "Customer Orders"). Anything herein to the contrary notwithstanding, Purchaser shall not be required to purchase or assume any customer contract, commitment or purchase or sales order which arose outside of the ordinary course of business;

f. Intangible Property Rights. The trade names "Kringle Cream" and "Nordic Distillers" and any variations and derivatives thereof or trademarks related thereto, and all copyrights, patents, patent disclosures, formulas, recipes manufacturing and production processes and techniques, inventions (whether or not patentable and whether or not reduced to practice), service marks, trade dress and all goodwill associated therewith, all trade secrets, confidential information, know-how, operating data, patent licenses, patent applications, trade names, trademarks, trademark licenses, trademark applications, software, technical and computer data and all other intellectual property rights and intangible assets of every kind and nature owned by Seller and used exclusively in the Kringle Cream Line (the "Proprietary Rights");

g. Books and Records. All books, records, data, computer data and other documents and information relating exclusively to the Purchased Assets and the Kringle Cream Line, including, without limitation, all customer, prospect, supply lists, sales literature, inventory records, purchase orders and invoices, customer information, correspondence, price lists, product demonstrations, quotes and bids, catalogues and brochures of every kind and nature;

h. Website and Social Media. The website [www.kringlecream.com](http://www.kringlecream.com), along with all Facebook, Twitter and Instagram social media accounts exclusive to Kringle Cream;

i. Permits. All permits, licenses and other approvals required for the lawful operation of the Kringle Cream Line and the Purchased Assets, to the extent exclusive to the Kringle Cream Line and assignable to Purchaser; and

2. Excluded Assets. Seller is not selling to Purchaser any of the assets of the Business listed below and such assets are hereby specifically excluded from the Purchased Assets (collectively the "Excluded Assets"):

a. All assets of the Business that are not exclusively used in the Kringle Cream Line business and those assets set forth on Schedule 2.(a);

b. All accounts receivable except for the receivables on the Death's Door invoice to Breakthru Beverage Wisconsin (invoice 2226) for 256 12-pack cases of Kringle Cream, valued at \$34,816.00;

c. All cash, cash equivalents and bank accounts;

d. The "Death's Door Distillery" name and all internet domain names and intellectual property assets of the Business that are not exclusively related to the Kringle Cream Line;

c. All insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets or the Retained Liabilities prior to the date of the Closing, unless expended in accordance with this Agreement;

e. All tax deposits and refunds.

**3. Manner of Payment.** Purchaser shall (A) pay Seller a total of \$35,000.00 which shall be paid by Purchaser to Seller on the Closing Date by certified or cashier's check or wire transfer of immediately available funds to an account designated by Seller; and (B) shall assume the invoice payable to Galloway Companies for the production of Kringle Cream based on the purchase order issued in October of 2018 (the "Galloway Invoice" and, collectively, the "Purchase Price") in return for the Purchased Assets, and the Noncompetition Agreement described in Section 8 below.

**4. Allocation of Purchase Price.** The Purchase Price shall be allocated among the Purchased Assets as follows:

a.	Inventory and tangible personal property	\$19,126.30
b.	Names, trade names, taglines, customer lists, customer information, contracts, and all other intangible assets	\$14,873.70
c.	Noncompetition Agreement	\$1,000.00

Purchaser and Seller shall each file, in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, an asset allocation statement on Form 8594 with its federal income tax return for the tax year in which the Closing Date occurs with the fair market values stated above. Upon filing Form 8594, each party shall contemporaneously provide the other party with a copy of the Form 8594 being filed.

**5. Trade Payables.** Except for the invoice payable to Galloway Invoice, Purchaser specifically does not agree to assume or to pay any of Seller's trade accounts payable arising in the ordinary course of business (the "Trade Payables") as the same exist on the Closing Date. Except for the Galaway Invoice, Seller will remain responsible for paying all Trade Payables incurred by Seller.

6. **No Other Liabilities to be Assumed.** Purchaser shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Purchaser of, any liabilities, obligations or undertakings of Seller of any kind or nature whatsoever, whether fixed or contingent, known or unknown. Seller shall be responsible for all of the liabilities, obligations and undertakings of Seller related to the Business, the Purchased Assets, or otherwise which are not expressly assumed by Purchaser hereunder (the “Retained Liabilities”).

7. **Rights to Name.** Seller hereby agrees to assign to Purchaser all right, title and interest in and to all business names, trade names, trademarks, and corporate names which are owned or used by Seller relating to the Kringle Cream Line (hereinafter the “Name”). Seller agrees that it shall not make any use of the Name, except with the prior written permission of Purchaser or as otherwise set forth in this Section.

8. **Noncompetition Agreement.**

a. **Covenant Not to Compete.** From the Closing Date and for a period of three (3) years thereafter (the “Non-Competition Period”), the Seller will not directly or indirectly, own, manage, engage in, operate or conduct any business, or have any interest in any business, person, firm, corporation or other entity, whether as a principal, owner, agent, employee, shareholder, member, officer, director, joint venturer, partner, security holder (except for the ownership of publicly-traded securities constituting not more than one percent (1%) of the outstanding securities of the issuer thereof), creditor (except for trade credit extended in the ordinary course of business), consultant or act in any other capacity that engages in any business involving the production, distribution or sales of a kringle-flavored liqueur.

b. **Remedies.** In recognition of the irreparable harm that violation of the covenants of this Section 8 would cause the Purchaser, the Seller agrees that, in addition to any other remedy or relief afforded by law, the Purchaser will be entitled to injunctive relief, without having to post bond or other security therefor or prove actual damages, it being understood by the parties that both damages and an injunction will be proper modes of relief and are not to be considered alternative remedies.

c. **Reasonableness; Severability.** The parties agree and acknowledge that the periods of time, scope, and other restrictions provided in this Section 8 are the minimum periods of time, and minimum scope of the restrictions necessary, to protect the Purchaser’s investment in the Kringle Cream Line and are not unreasonable. The parties further agree that if a court of competent jurisdiction should find any provision of this Section 8 unenforceable, overbroad or invalid, the provision shall be modified by the court to make it enforceable to the maximum extent possible. If the provision cannot be modified, then that provision may be severed, and the other parts of this Agreement shall remain enforceable.

9. **Actions Prior to Closing.** Between the date of this Agreement and the Closing Date, Seller agrees to operate the Business and the Kringle Cream Line in the normal and ordinary course and to use their best efforts to preserve the value of the Purchased Assets. Seller agrees to maintain all of the physical assets in substantially the same condition as existing on the date of this Agreement. Seller agrees to maintain the inventory levels of supplies, raw materials and parts at substantially the same levels as existing on the date of this Agreement.

10. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser that the following are true on and as of the date of this Agreement and as of the Closing Date:

a. Seller has the full power and authority to conduct the Business and the Kringle Cream Line as it is now being conducted, and to own and operate the Purchased Assets, and to sell and convey the Purchased Assets to Purchaser hereunder.

b. Seller owns good and marketable title to all of the Purchased Assets, free and clear of all liens and encumbrances, charges or impositions except those to be satisfied at Closing and there are no liens, security interests, encumbrances, financing statements or other commercial code filings outstanding against the Purchased Assets except those which will be terminated or satisfied at Closing.

c. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will conflict with or result in a breach of or constitute a default under any contracts or agreements to which Seller is a party or by which Seller is bound and which would have a material adverse effect on the Kringle Cream Line or Purchased Assets.

d. There are no actions, suits, proceedings or investigations pending or, to the best knowledge of Seller, threatened, in any court or before any governmental agency or instrumentality against Seller which if determined adversely would have a material, adverse effect on the condition, financial or otherwise, of the Business, the Kringle Cream Line or the Purchased Assets.

e. The execution, delivery and performance of this Agreement by Seller, and all other agreements or instruments to be executed by Seller pursuant to this Agreement, have been authorized by proper corporate action and are within its corporate powers. This Agreement is a valid and binding obligation of Seller, enforceable against it in accordance with its terms.

f. Each contract and agreement described in Sections 1(c), 1(d) and 1(e) of this Agreement is in full force and effect on the date hereof. Seller is not in material default or breach under any of such contracts and/or agreements and, to the knowledge of Seller, no other party to such instruments is in material default or breach thereunder. True and correct copies of all documents listed in any schedule to this Agreement have heretofore been delivered or made available to Purchaser.

g. No person, firm or corporation has or will have, as a result of any act or omission of Seller, any right, interest or valid claim against Purchaser for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement.

h. All representations and statements of fact made by Seller to Purchaser, whether written or oral, or contained in any of Seller's books and records disclosed to Purchaser, accurately and fairly reflect the financial condition and business and professional operations of the Business and the Kringle Cream Line on the dates made or as of the relevant time periods to which they relate.

i. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will conflict with, result in a breach or, or constitute a default under any loan agreement, mortgage, statute, law, order, judgment, document or restriction to which Seller is bound.

j. Seller has all governmental licenses necessary to conduct and carry on the Business and Kringle Cream Line and own and operate the Purchased Assets and Seller not been notified of any violation of applicable occupational, health or safety regulations.

Between the date of this Agreement and the Closing Date, Seller shall immediately notify Purchaser if any of the foregoing warranties or representations is no longer accurate.

**11. Representations and Warranties of Purchaser.** Purchaser hereby warrants and represents to Seller that the following are true on and as of the date of this Agreement and as of the Closing Date.

a. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and has all requisite limited liability company power and authority to enter into this Agreement and each of the other agreements to be executed by Purchaser pursuant to this Agreement, to consummate the transactions contemplated by this Agreement and to perform its commitments under this Agreement and said other agreements.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will conflict with or result in a breach of or constitute a default under any contracts or agreements to which Purchaser is a party or by which it is bound.

c. The execution, delivery and performance of this Agreement by Purchaser and any other agreements or instruments to be executed by Purchaser pursuant to this Agreement have been duly authorized by proper corporate action of Purchaser and are within its corporate powers. This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.



12. **Closing Prorations.** All income, expenses, personal property taxes, prepayments, and other charges related to Purchased Assets shall be prorated and adjusted as of the Closing Date and shall be allowed to Seller or Purchaser, as the case may be, so that all such items applicable to the period on or prior to the Closing Date shall be for the account of Seller and all such items applicable to the period after the Closing Date shall be for the account of Purchaser. Any sales or other transfer taxes due or resulting from this transaction shall be paid by Seller and Seller hereby indemnifies Purchaser from any liability or expense in that regard, including reasonable attorneys' fees and legal cost.

13. **Intentionally Omitted.**

14. **Closing.** The closing (the "Closing") of the transactions provided for in this Agreement shall take place at such time and place as the parties shall agree prior to or on November 14, 2018 (the "Closing Date"). If no other agreement is reached, the Closing shall take place at the offices of the DeWitt Ross & Stevens S.C., at 10:00 a.m., on November 14, 2018.

15. **Deliveries at Closing.** At the Closing, the parties shall make the following deliveries:

a. Seller shall deliver the tangible personal property constituting the Purchased Assets to Purchaser and convey title to the same by a bill of sale;

b. Purchaser and Seller shall execute an Assignment and Assumption Agreement assigning all of the Purchased Assets that are intangible personal property and assuming those contracts in Sections 1(b)-(d) hereof;

c. Seller shall execute an Intellectual Property Assignment Agreement assigning to Purchaser the Proprietary Rights;

d. Purchaser and Seller shall execute and enter into a Beverage Production and Packaging Agreement in the form attached hereto as Exhibit B;

e. Seller shall deliver to Purchaser any lien releases or satisfactions as may be necessary to provide clear title to the Purchased Assets;

f. Purchaser shall wire to Seller the amount of the purchase price for the Purchased Assets;

g. Purchaser shall deliver any documents or other items necessary to close the purchase of the Business;

h. Purchaser and Seller shall deliver appropriate resolutions authorizing the transactions contemplated herein;

i. The parties shall deliver certificates stating that all of the warranties and representations made by them under this Agreement remain in effect as of the Closing Date;

j. Seller shall deliver all additional documents reasonably required by Purchaser's legal counsel to be delivered by this Agreement; and

k. Purchaser shall deliver all additional documents reasonably required by Seller's legal counsel to be delivered by this Agreement.

**16. Indemnification by Seller.** Seller shall hereby indemnify and hold Purchaser harmless from and against any and all liability, loss, costs and expense, including reasonable attorneys' fees, incurred by Purchaser as a result of any breach by Seller of this Agreement or any other agreement or document related or pursuant to this Agreement, or arising from or in relation to any act or omission of Seller (or any act or omission of any employee of Seller) relating to the operation of the Business and the Kringle Cream Line or ownership of the Purchased Assets prior to the Closing Date. If Seller breaches this Agreement, if any representation or warranty of Seller given in or pursuant to this Agreement is inaccurate, or if Purchaser pays any valid legal obligation of Seller arising prior to the Closing Date, Purchaser may offset against any amount due Seller under this or any other agreements between Purchaser and Seller, the amount paid on and for any and all liability, loss, costs and expense, including reasonable attorneys' fees, incurred by Purchaser as a result of any such occurrence.

**17. Indemnification by Purchaser.** Purchaser hereby indemnifies and holds Seller harmless from and against any and all liability, loss, costs, and expense, including reasonable attorneys' fees, incurred by Seller as a result of any breach by Purchaser of this Agreement, or any other agreement or document related or pursuant to this Agreement.

**18. Survival of Representations and Warranties.** All representations and warranties of the parties contained in this Agreement or made pursuant hereto shall survive the consummation of the transactions contemplated by this Agreement.

**19. Entire Agreement.** This Agreement (together with the agreements otherwise referenced herein) constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**20. Notices.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to the other party or when deposited in the United States mail, certified mail, postage

prepaid and addressed as follows, unless or until either of such parties notifies the other in accordance with this subparagraph of a change of address:

If to Purchaser:

The Marketing Hub, LLC  
Attn: Margaret Ebeling  
2804 Gregory St.  
Madison, WI 53711

With a copy to:

Craig E. Stevenson, Esq.  
DeWitt Ross & Stevens S.C.  
2 East Mifflin Street, Suite 600  
Madison, WI 53703

If to Seller:

Death's Door Distillery, LLC  
Attn: Brian Ellison  
2220 Eagle Dr.  
Middleton, WI 53562

With a copy to:

Rebecca DeMarb, Esq.  
DeMarb Brophy LLC  
1 N. Pinckney Street, Suite 300  
Madison, WI 53703

**21. Expenses.** Whether or not the transactions contemplated by this Agreement are consummated, each of the parties hereto shall pay the fees and expenses of their respective legal counsel, accountants and other experts incident to the negotiation or preparation of this Agreement and the consummation of the transactions contemplated hereby.

**22. Governing Law; Severability.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The invalidity or unenforceability of any term or condition of this Agreement shall in no way affect the validity or enforceability of the remainder of this Agreement. Any such provision held or declared by a court of competent jurisdiction including any appellate decision thereon, to be invalid, illegal or unenforceable under any law applicable thereto shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions thereof.

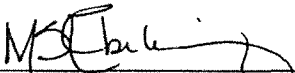
23. **Confidential Information.** The Seller acknowledges and agrees that the protection of the Proprietary Information is necessary to protect and preserve the value of the Purchased Assets. Therefore, the Seller hereby agrees not to disclose to any unauthorized persons or use for his, her, or its own account or for the benefit of any third party any Proprietary Information, whether or not such information is embodied in writing or other physical form, without Purchaser's written consent, unless and to the extent that the Proprietary Information is or becomes generally known to and available for use by the public other than as a result of the Seller's fault or the fault of any other person bound by a duty of confidentiality to Purchaser or Seller. The Seller agrees to deliver to Purchaser at the time of execution of this Agreement, and at any other time Purchaser may request, all documents, memoranda, notes, recipes, plans, records, reports and other documentation, or software, whether embodied in a disk or in other form (and all copies of all of the foregoing), that contain Proprietary Information that the Seller may then possess or have under its control.

24. **Assignment.** This Agreement shall not be assigned by Seller without the prior written consent of Purchaser and any attempted assignment without such consent, even if by operation of law, shall be void. Subject to the foregoing, all of the rights and obligations hereunder shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties hereto.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**THE MARKETING HUB, LLC**

By:   
Name: MARGARET EBELING  
Title: PRINCIPAL

**DEATH'S DOOR DISTILLERY, LLC**

By:   
Name: BRIAN ELLISON  
Title: PRESIDENT

**DEATH'S DOOR SPIRITS, LLC**


By:   
Name: BRIAN ELLISON  
Title: PRESIDENT

EXHIBIT A

Purchased Assets

N/A

**EXHIBIT B**

**Beverage Production and Packaging Agreement**

[See Attached]

# BEVERAGE PRODUCTION AND PACKAGING AGREEMENT

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BETWEEN



*Death's Door Distillery, LLC  
2220 Eagle Drive  
Middleton, Wisconsin 53562  
Telephone: (608) 831-1083*

AND

*The Marketing Hub  
2804 Gregory Street  
Madison, WI 53711  
Telephone: 303-919-3621  
Attention: Margaret Ebeling*



## BEVERAGE PRODUCTION AND PACKAGING AGREEMENT

This Beverage Production and Packaging Agreement ("**Agreement**") is made as of November 14, 2018 between Death's Door Distillery, a Wisconsin limited liability corporation, whose address is 2220 Eagle Drive, Middleton, Wisconsin, 53562 ("**Packer**") and The Marketing Hub, a Wisconsin limited liability corporation, whose address is 2804 Gregory Street, Madison, WI 53711 ("**Customer**").

WHEREAS, Packer owns and operates a beverage production and packaging facility in Middleton, Wisconsin, and

WHEREAS, Customer desires that Packer produce and package a beverage for Customer in accordance with terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained the receipt and sufficiency of which are hereby acknowledged, Packer and Customer agree as follows:

### 1. GENERAL TERMS AND CONDITIONS

This is an agreement by which Packer will produce and package a beverage(s) for Customer. Packer will perform services in accordance with methods utilized by Packer to meet Packaged Beverage Specifications set forth more fully herein. In the event that Customer requests and Packer agrees to perform additional services or meet different specifications, the parties shall document said agreement in Exhibit E- Special Services Description attached to and made a part of this Agreement.

### 2. DEFINITIONS

All defined terms in this Agreement are capitalized. As used herein, the following capitalized and emboldened terms shall have the meanings which follow them:

2.1. **Beverage:** The liquid derived from the Formula set forth in the Beverage Product Exhibit. Each liquid having its own Formula shall be a separate Beverage.

2.2 **Beverage Specifications:** The written statement of Beverage characteristics set forth in the Beverage Product Exhibit.

2.3 **Case:** A Package or Packages containing Containers of the Beverage consisting of a specific number of Containers each of a specific volume, as set forth in Exhibit A- Beverage Package Description.

2.4 **Change Parts:** Packaging machinery parts necessary for handling Packages not used by Packer.

2.5 **Closure:** A metal or plastic device used to seal the Beverage into Containers.

2.6 **Container(s):** A glass, metal or plastic vessel into which the Beverage is filled and sealed.

2.7 **Formula:** The written instructions set forth in Exhibit B- Beverage Product Description for combining specified quantities of Ingredients with water to produce the Beverage.

2.8 **Ingredients:** The raw materials set forth in Exhibit B- Beverage Product Description used in production of the Beverage.

2.9 **Intellectual Property:** Unique formulations, trademarks, trade names, copyrights and other artwork owned and specified by Customer for application to Ingredients and Packaging Materials.

2.10 **Label:** Printed paper or other material affixed to or imbedded in Containers setting forth information concerning the Beverage and other Intellectual Property.

2.11 **Package:** Beverage Containers and the Secondary Package into which they are enclosed for delivery to Customer.

2.12 **Package Specifications:** The written statement of Package characteristics set forth in Exhibit B- Beverage Product Description.

2.13 **Packaged Beverage:** A Beverage that has been packaged into Packaging Materials as provided in this Agreement.

2.14 **Packaged Beverage Specifications:** The written specifications set forth in Exhibit A- Beverage Package Description applied after the Beverage has been filled and sealed into a Container.

2.15 **Packaging Materials:** Containers, Closures, Labels, and Secondary Packaging set forth in Exhibit A- Beverage Package Description.

2.16 **Production Fee:** Packer's charge for production and packaging Beverages generally charged per Case, which fee may vary for different Case configurations.

2.17 **Secondary Packaging:** Paper cartons, cases, carriers, trays and other devices used to hold Containers for shipment.

2.18 **Special Services:** Additional services ordered by Customer and provided by Packer set forth in the Exhibit E- Special Services Description.

2.19 The terms defined in subparagraphs 2.1-2.19 are not the only defined terms in this Agreement. Other terms are defined throughout the Agreement.

### 3. TERM OF AGREEMENT

The initial term of this Agreement shall be from the date first set forth above and continue through December 31, 2019.

### 4. INITIAL AGREEMENT FEES

4.1 **General Packaging Fee.** Customer shall pay to Packer the sum of One Thousand Five Hundred and xx/100 Dollars (\$1,500.00) contemporaneously with the execution of this Agreement as consideration for Packer entering into the Agreement.

4.2 **Tax Escrow Fee.** Customer shall advance to Packer the sum of Five Thousand and xx/100 Dollars (\$5,000.00) contemporaneously with the execution of this document. Packer shall hold these funds in escrow to guarantee payment of taxes owed by Customer on Beverages shipped and/or sold and during the term of this agreement may only apply these funds to the payment

of such taxes. In the event any amount of this escrow is applied to pay taxes owed by Customer, Customer shall promptly restore such amount to maintain a \$5,000 balance. Upon termination of this Agreement, any amount of the escrow proceeds will first be applied to any amounts Customer owes to Packer, and any remaining amounts will be returned to Customer.

## 5. EXCLUSIVE RIGHT TO PRODUCE

During the Term of this Agreement, Packer shall have the exclusive right to produce for Customer, its licensees, successors, and assigns the Beverages set forth in Exhibit B- Beverage Product Description, subject to the Order Limit specified in paragraph 6.4.

## 6. PRODUCTION ORDERS

Packer shall produce and package one or more Beverages upon receipt of orders from Customer and Customer shall purchase from Packer all packaged Beverages so ordered subject to the terms and conditions of this Agreement. Customer's order shall specify the Beverage(s) and, if applicable, the flavor of such Beverage, to be produced, the quantity of Packages, and if there is more than one type of Package set forth in the Packaging Specifications, the type of Packages into which the Beverage shall be packed.

6.1 Production Estimates. Customer shall provide Packer with a six month rolling forecast of customers' beverage production needs by package by month. Customer shall update this forecast on a monthly basis.

6.2 Production Orders. Customer shall order and Packer shall produce production orders on a monthly basis. Customer shall submit to Packer one written production order 60 days prior to the desired month of production ("**Production Order**"). All Production Orders shall be subject to acceptance by Packer. Packer's acceptance shall be evidenced by a written acknowledgement to Customer scheduling delivery. Upon acknowledgement, the Production Order shall be deemed a binding obligation between the parties ("**Binding Production Order**").

6.2.1 Change of Binding Production Order. Customer may change Production Orders and Binding Production Orders no later than 30 days from production date scheduled by Packer. Unless otherwise agreed in writing, Packer shall not be obligated to accept Production Orders that exceed Customer's monthly production estimates by more than ten percent (10%).

6.2.1.1 Order Increases. If Customer requests increasing a Binding Production Order within 30 days or less of the date of production, Customer shall agree to pay to Packer the cost of any additional Ingredients and Packaging Materials to be purchased by Packer for the Binding Production Order, the shipping and other out of pocket costs of such an increase.

6.2.1.2 Order Reductions. If Customer requests decreasing a Binding Production Order within 30 days or less of the date of production, Customer shall agree to pay to Packer the cost of returning any additional Ingredients and Packaging Materials purchased by Packer for the Binding Production Order that cannot be returned by Packer for full credit, the shipping and other out of pocket costs of such a decrease.

6.2.2 Cancellation of Binding Production Order. Customer may cancel Production and Binding Production Orders no later than 30 days from production date scheduled by Packer. If Customer cancels a Binding Production Order within 30 days or less of the date of production, Customer shall agree to pay to Packer the cost of any Ingredients and Packaging Materials purchased by Packer for the Binding Production Order that cannot be returned by Packer for full credit, the shipping and other out of pocket costs of such a return, a penalty of One Thousand and xx/100 dollars (\$1,000.00) plus an amount equal to 50% of the Production Fee that Packer would have earned from completion of the Binding Production Order.

6.3 Minimum Order Requirement. Customer shall order no less than 1,000 Cases ("**Minimum Order Requirement**") during the Term of this Agreement.

6.4 Order Limits. Customer's orders to produce and/or package any Beverage shall be not more than the maximum quantity or less than the minimum quantity specified in Exhibit B- Beverage Product Description.

6.6 Mixed Batch Fees. If Customer places a Production Order that requires Packer to produce more than one type Beverage (including different types solely because the Beverages are different flavors), Customer shall pay a fee of Five Hundred and xx/100 dollars (\$500.00) ("**Batch Fee**") for each additional type (or flavor) produced.

6.7 Mixed Bottle Fees. If Customer places a Production Order that requires Packer to fill the Beverage(s) into more than one type or size of bottle, Customer shall pay a fee of Five Hundred and xx/100 dollars (\$500.00) ("**Bottle Fee**") for each additional type or size of bottle filled.

## 7. BEVERAGES

Packer shall produce each Beverage in accordance with a Formula furnished by Customer. Each Formula shall be subject to approval by Packer. Approved Formulas shall be set forth in Exhibit B- Beverage Product Description. Notwithstanding Packer's approval, Customer shall be exclusively responsible for the Formula used for each Beverage including, but not limited to consumer acceptance thereof and compliance with federal, state and local law (statutory or common law) governing the composition of food and beverage products.

7.1 Modifications. There shall be no change in the Formula of the Beverage to be packed by the Packer without the prior written consent of both parties. In the event that Customer requests and Packer agrees to a change in the Formula, any increase in the Production Cost associated with such change shall be deemed to be a Special Service subject to the terms and conditions set forth in writing in Exhibit E- Special Services Description.

7.2 Specifications. Each Beverage shall meet Beverage Specifications set forth in Exhibit B- Beverage Product Description.

7.3 Additional Information. Customer shall supply Packer with any and all additional information, technical or otherwise, necessary for Packer to produce Customer's Beverages as set forth in this Agreement.

7.4 Tax and Trade Bureau Warranty. Customer acknowledges and warrants that Packer may rely upon Customer's Beverage Specifications when preparing and filing all documents required by the Alcohol and Tobacco Tax and Trade Bureau (TTB).

7.5 Nondisclosure. The parties hereby acknowledge that Customer's Beverage Specifications and Additional Information are proprietary to Customer, and subject to the attached Mutual Non-Disclosure Agreement previously signed Nondisclosure Agreement dated 10/31/2018.

## 8. PACKAGING

Each Beverage shall be filled and sealed into Containers and, if applicable, Labels shall be applied to Containers. Containers shall be packed in Secondary Packaging. Unless otherwise set forth in an Exhibit A- Beverage Packaging Description, all Packages shall be in the form of Cases. Packages shall be placed on pallets for delivery to Customer. All Packaging Materials and vendors of Packaging Materials shall be subject to Packer's approval, which approval shall not be unreasonably withheld or delayed. Approved Packaging Materials shall be set forth in Exhibit A- Beverage Packaging Description.

8.1 Composition and Dimensions. The composition and dimensions of all Packaging Materials are set forth in Exhibit A- Beverage Packaging Description and there shall be no deviation or modification there from except as may be agreed by the parties in writing.

8.2 Package Specifications. Each Package shall meet the Package Specifications set forth in Exhibit A- Beverage Packaging Description. Any amendment to the Packaging Specifications must be mutually agreed upon in writing and signed by both Customer and Packer. In the event that an amendment to the Package Specifications would cause any increase in the production Cost associated with such an amendment, Customer and Packer shall also agree to an amendment to the Production Fee associated with such Package whose Package Specifications have been amended and shall set for such amendment to the Production Fee in writing signed by both Customer and Packer.

8.3 Label Responsibility. Customer shall be responsible for providing a Packer with submittal-ready labels for obtaining Certificate of Label Approvals ("COLAs") from federal regulatory authorities for Labels applied to Containers. Should Customer require specific state label approvals or should the Packer provide reformatting, revisions or resubmittal of COLAS, Packer and Customer shall mutually agree to additional fees for such service which will be Special Services Fees per Exhibit E- Special Services Description. Packer shall not fill any Production Order for which Labels have not received COLAs or any applicable state label approvals.

8.4 Manual Packaging. Packer and Customer agree that, due to the nature of Customer's Package Specifications, some packaging may be performed by hand.

8.5 Package Coding. Unless otherwise agreed upon in writing, Packer will apply to all Packages a printed code agreed to with Customer or failing agreement as customarily used by Packer on all packages.

8.6 Change Parts. Packer shall have no obligation to install Change Parts to its packaging machinery or to order additional machinery in order to accommodate Packaging Materials. Customer further agrees that it will not change or alter its Package Specifications in such a manner that would require Packer to install Change Parts or additional machinery in order to meet the

Package Specifications without the express written approval of Packer. In the event that Customer requests and Packer agrees to use Packaging Materials that require the acquisition and installation of Change Parts, Customer and Packer shall also agree in writing to a cost for the work and expense to Packer associated therewith and such mutually agreed cost shall be a Special Service subject to the terms and conditions set forth in writing in Exhibit E- Special Services Description.

8.6.1 Customer-Owned Machines. In the event that Customer Requests and Packer agrees to utilize machinery owned by Customer in the production or packaging of the Beverage, any such Customer-owned machinery shall be subject to the terms and conditions of Exhibit G- Machine Operation Description and Exhibit H- Machine Maintenance Description.

8.7 Pallets. Unless otherwise agreed between the parties in writing, Packer shall place packaged Beverages on standard beverage industry pallets in Packer's pattern of choice for delivery to Customer. Customer shall pay Packer's Standard Pallet Fee in effect at the time of delivery unless otherwise specified in Exhibit C- Product Pricing Description.

## 9. PROCUREMENT

Except for items specifically identified in the Exhibit A- Beverage Packaging Description or Exhibit B- Beverage Product Description, Customer shall be responsible for purchasing and storing all Ingredients (except for alcohol or other ingredients in the production of alcoholic beverages that are similarly bonded) used in formulation of each Beverage and all Packaging Materials used in packaging each Beverage. For purposes of this Agreement, Packaging Materials shall be deemed to include packaging artwork and the cylinders, plates, tools, and dies used in the creation thereof. Customer will purchase Ingredients and Packaging Materials from sources approved in advance by Packer, but Packer may only limit its approval of suppliers of Packaging Materials if Packer's packaging equipment requires a specific supplier.

Packer shall be responsible for purchasing and storing all alcohol and, if any, other bonded Ingredients, used in the formulation of each Beverage, provided, however, that Customer reimburses Packer (in accordance with Section 11) for the cost of acquiring such alcohol and, if any, other bonded Ingredients, and all costs associated with acquiring such alcohol and, if any, other bonded Ingredients, including, without limitation, import, excise, sales or other taxes or duties, and freight, handling and shipping. Whether or not stated in Exhibit B- Beverage Product Description, to the extent alcohol or other ingredients in the production of alcoholic beverages that are similarly bonded are used to formulate a Beverage, such alcohol and, if any, other bonded Ingredients, shall be deemed Ingredients necessary for the Formula.

9.1 Releases from Suppliers. Customer shall make arrangements with suppliers to release Ingredients and Packaging Materials to Packer to be used in production and packaging of Beverages in quantities and at times ordered by Packer. Except as needed for current production, Packer shall not inventory and store Ingredients and Packaging Materials for Customer beyond the time necessary for the next production run. Packer shall not be obligated to inspect or test materials purchased by Customer prior to their use in production.

9.2 Rejected Items. Customer shall ensure that all items furnished by its suppliers conform to

specifications set forth in this Agreement and are fit for their intended use. Packer shall have the right to reject any item that fails to meet such requirements. Packer shall give notice to Customer of said rejection. Packer shall be entitled to suspend its performance under this Agreement if the item(s) rejected cause Packer to be unable to perform in the manner contemplated herein in all material respects until such time that Customer provides such items as are reasonably necessary to allow Packer to perform its obligations hereunder. Customer shall be liable to Packer for any financial loss suffered by Packer as a result thereof.

9.3 Material Safety Data Sheets. Customer will provide or arrange with its suppliers to provide Packer with any required Material Safety Data Sheets for all Ingredients prior to Packer accepting shipments into Packer's production facility or warehouse.

9.4 Disposition of Materials Following Termination. Following termination of this Agreement, Customer shall be entitled to pick-up, at its cost of shipping, any Ingredients or Packaging Materials held by Packer on behalf of Customer, provided there is no outstanding balance due Packer from Customer. Packer shall also have the right to discard or sell any Ingredients or Packaging Materials held by Packer for more than thirty (30) days following termination of this Agreement. Upon termination of this agreement, Customer will purchase, at Packer's cost of such items (including any taxes and/or duties and any freight, shipping or handling fees associated with Packer's acquisition thereof) any and all unused Ingredients and Packaging Materials, including but not limited to work in process, purchased by Packer on behalf of Customer or for production of a Packages Beverage for Customer, and held in inventory at Packer's warehouse or at supplier locations. Should Customer be unwilling or unable to purchase said Ingredients or Packaging Materials, Customer hereby grants Packer the right to produce and sell Packaged Beverages under the Trade names specified on Exhibit B- Beverage Product Description until such time as the earlier of either of the following occurs:

9.4.1 The Ingredients and Packaging Materials are completely disposed of; or,

9.4.2 Any outstanding balance due Packer from Customer is offset by the sales of such Packaged Beverages.

## 10. DELIVERY.

Customer shall take delivery of each Packaged Beverage FOB Packer's Middleton, Wisconsin production facility. Any other provision of this Agreement to the contrary notwithstanding, Packer shall have the right to withhold delivery to Customer of any Beverage that fails to meet Packaged Beverage Specifications.

10.1 Loading. Packer assumes the cost and risk of loading trucks at Packer's dock on the date scheduled for delivery or such other date agreed upon by the parties in writing. Packer shall load Packaged Beverage pallets on delivery vehicles furnished by Customer, unless otherwise directed by Customer. Unless expressly provided herein, Packer shall not be required to custom load or arrange loading for more than one destination per delivery vehicle.

10.2 Carriers. All carriers selected by Customer to take delivery on behalf of Customer shall be subject to Packer's approval, which approval shall not be unreasonably withheld or delayed.

10.2.1 At Customer's request and upon Packer's approval of same, Packer will select and

schedule a carrier to deliver the Packaged Beverage. All carriers selected by Packer to take delivery on behalf of Customer shall be subject to Customer's approval, which approval shall not be unreasonably withheld or delayed. Customer shall bear all costs of delivery as set forth in paragraph 10.5 below.

10.3 Storage. Unless otherwise expressly provided herein, Packer shall have no obligation to store Packaged Beverages for Customer more than ten (10) days following the scheduled date of delivery.

10.4 Warehousing Services. In the event that Customer fails to take delivery of Packaged Beverages within the time set forth in 10.3, above, Packer shall have the right, at its option, to do one or both of the following on reasonable notice to Customer: (i) store the Packaged Beverages at Packer's warehouse and charge Customer a Warehousing Services Fee at the rates set forth in Exhibit F- Warehousing Services Description, or (ii) transport the Packaged Beverages to a commercial warehouse for storage under terms and conditions established by the storage provider and charge Customer the cost to Packer to transport and store the Packaged Beverages. The foregoing fee or cost, as applicable, shall be due and payable by Customer to Packer prior to any delivery of the Packaged Beverages to Customer. Packer shall have no liability to Customer for damage to or loss of any Packaged Beverages stored at Packer's production facility or at any commercial warehouse unless caused by Packer or Packer's employees. Warehousing Services Fees, as set forth in Exhibit F- Warehousing Services Description are part of the Special Services Fees as described in Exhibit E- Special Services Description.

10.4.1 On-Site Storage. Packer shall bear the cost of storage at its production facility or other location controlled ("On-Site Storage") by it for all Ingredients and Materials procured by Packer for a Production Order from the date Packer receives the Ingredients and Packaging Materials to the scheduled date of Delivery. Customer shall bear the cost of On-Site Storage for all Ingredients and Packaging Materials (i) procured by Customer, or (ii) procured by Packer for a Production Order, stored after the scheduled date of Delivery for that Production Order. The cost of On-Site Storage shall include but not be limited to transportation and storage costs, and are part of the Special Services Fees on Exhibit E- Special Services Description.

10.4.2 Off-Site Storage. At Packer's discretion, Packer may arrange to store all non-bonded Ingredients, Packaging Materials, or other goods specific to the Production and Packaging of the Beverage at an off-site facility of Packer's choosing. Packer shall bear the cost of Off-Site storage for all Ingredients and Packaging Materials procured by Packer for a Production Run from the date Packer receives the Ingredients and Packaging Materials to the scheduled date of Delivery. Customer shall bear the cost of Off-Site Storage for all Ingredients and Packaging Materials (i) procured by Customer, or (ii) procured by Packer for a Production Run, stored after the scheduled date of Delivery for that Production Run. The cost of Off-Site Storage shall include but not be limited to transportation and storage costs, and are part of the Special Services Fees on Exhibit E- Special Services Description.

10.4.3 Extended Storage. Customer acknowledges that Packer is not in the business of



providing long-term storage of any nature. Customer agrees that, for any Beverage, Ingredients, Packaging Materials, or other goods specific to the Production and Packaging of the Beverage stored by Packer for greater than six months, Packer may, at Packer's discretion, increase the storage and/or warehousing charges set forth in this agreement upon the six month date and every sixty days beyond thereafter.

10.5 Delivery Costs. Customer shall bear all costs of delivery of Packaged Beverages to Customer and of delivery of Ingredients and Packaging Materials to Packer. For purposes of this Agreement, costs of delivery include but are not limited to, shipping, exporting, freight, insurance, taxes, duties, and customs costs. In the event Packer incurs the cost of delivery for any of the above listed deliveries, or in the event Packer incurs the cost of delivery for any other delivery the cost of which Customer is responsible or liable for pursuant to this Agreement, such cost will be deemed to be part of the Special Services Fees as described in Exhibit E- Special Services Description.

10.6 Withheld Delivery. Packer may withhold delivery to Customer of any Beverage that fails to meet the Beverage Specifications or the Packaged Beverage Specifications ("Non-conforming Beverage"). In the event that Packer produces any Non-conforming Beverage because of any failure by Packer, Packer shall, at Packer's election, replace the Non-conforming Beverage at Packer's cost or refund to Customer the Production Fee for each Case of Non-conforming Beverage and the cost of Ingredients and Packaging Materials paid by Customer to procure the Non-conforming Beverage. In the event that Packer produces any Non-conforming Beverage because of any failure by Customer or any third-party, Packer shall, at Customer's cost, store the Non-conforming Beverage until Packer and Customer reach agreement as to the disposal of the Non-conforming Beverage, and such cost of storage shall be at Warehousing Services Fees, as set forth in Exhibit F- Warehousing Services Description and shall be part of the Special Services Fees as described in Exhibit E- Special Services Description..

## 11. PRODUCTION AND OTHER SERVICE FEES

11.1 Production Fee. In consideration of production and packaging of the Beverage, Customer shall pay Packer a Production Fee for each Case of the Packaged Beverage produced, as set forth in Exhibit C- Product Pricing Description. In addition, Customer shall pay to Packer reimbursement for the direct costs incurred or paid by Packer to acquire Ingredients and Packaging Materials required to produce the Packaged Beverage, which costs shall include, in addition to the costs of such Ingredients and Packaging Materials and without limitation, any import, excise, sales or other taxes or duties, and any freight, handling and shipping fees in connection with delivery). Production Fees are domestic orders only. Customer and Packer shall prepare a separate, mutually agreed-upon Exhibit I- Export Production and Pricing Description should there be a need for export orders.

11.1.1 Export Product Pricing. The Production Fee for each Case of the Packaged Beverage prepared for export to a foreign country ("**Export Production Fee**") may be higher than the Production Fee as a result of additional costs incurred by Packer in conforming the Beverage Specifications and the Packaged Beverage Specifications to the laws and regulations of the country of export. Prior to Packer accepting any Production Order for

export, Packer and Customer shall mutually agree in writing to an Export Production Fee, which shall constitute and amendment to the Exhibit C- Product Pricing Description. In the absence of any such additional costs, the Export Production Fee shall be the same as the Production Fee.

11.2 Special Services Fees. The Production Fee is established as consideration for standard methods of production and packaging of the Beverage in the manner set forth in this Agreement. In the event that Packer provides or pays for additional services that are identified in this Agreement as Special Services or subject to Special Services Fees, or in the event that Customer requests and Packer agrees to perform services beyond those expressly provided herein, the cost thereof, or the work associated therewith, shall be deemed to be a Special Services expressly set forth in Exhibit E- Special Services Description. In consideration of performing Special Service(s), Packer shall be compensated through payment of Special Services Fees as set forth in Exhibit E- Special Services Description. Special Service Fees shall be invoiced by Packer and paid by Customer in the same manner as Production Fees.

11.3 Invoicing. Packer shall, up to 60 days prior to the scheduled commencement of a production run with respect to a Production Order provide Customer an invoice for the reimbursement of costs of Ingredients and Packaging Materials to be incurred or incurred, or paid by Packer, with respect to such Production Order (a "Reimbursement Invoice"), and payment shall be due within 15 days of invoicing. Packer shall provide Customer with an invoice for Production Fees, Special Services Fees, if any, and any taxes pursuant to Section 11.4, with respect to a Production Order ("Production Invoice") prior to each production run for such Production Order. Packer shall not be required to start a production run for a Production Order until Packer receives payment of the Production Invoice for that production run. Packer reserves the right to delay or reschedule production with respect to a Production Order until such time as it has received payment for the any Reimbursement Invoice or Production Invoice with respect thereto.

11.3.1 Final Invoice. Upon completion of a production run with respect to a Production Order, Packer shall provide Customer an invoice for any fees or costs that are the responsibility of Customer that have not been previously billed or that remain unpaid with respect to a Production Order ("Final Invoice"). Packer shall not be required to deliver the Packaged Beverage for any Production Order until Packer receives payment of the Final Invoice for that Production Order. Packer reserves the right to delay or reschedule delivery until such time as it has received payment for the Final Invoice.

11.3.2 Previously Unbilled Fees, Taxes and Costs. The failure of Packer to include any item of billing on a Reimbursement Invoice, a Production Invoice or a Final Invoice shall not be construed to prevent Packer from later invoicing Customer for and collecting from Customer any fees, reimbursements, taxes, costs or other billable item that could have been invoiced to Customer earlier.

11.4 Taxes. The Production Fee does not include any Federal or other taxes imposed upon the Beverage. In the event that Packer is required to pay or pays any such tax as a result of production, storage, transportation or delivery of the Beverage, the cost of such tax shall be reimbursed by Customer to Packer as an additional cost and shall be in addition to the

Production Fee, any Special Services Fees and any other reimbursements of Packer's costs of Ingredients and Packaging Materials made by Customer to Packer.

11.5 Excess Packaging Materials. The cost of any Ingredients or Packaging Materials incurred or paid by Packer and purchased in excess of quantities or amounts required for a Production Order may nonetheless be invoiced on the Production Invoice for such order..

## 12. PRODUCTION YIELDS

12.1 Production Losses. Customer and Packer acknowledge that in the normal course of beverage production and packaging, the number of Shipping Units of Packaged Beverage delivered may be less than the sum of Ingredients and Packaging Materials supplied. Production and packaging losses can vary by the type of Beverage produced, the type of Packaging Materials used, production and packaging methods specified by Customer and the size of Customer's Order. Unless otherwise agreed in writing and set forth in Exhibit E- Special Services Description, Packer shall have no liability to Customer for the amount of Packaged Beverage yielded from Ingredients or Packaging Materials consumed in the course of production unless exceeding two percent (2%) for liquid contents and five percent (5%) for Beverage Containers except where losses arise as a result of theft, misappropriation or intentional acts causing loss of yield.

12.2 Excess Production. Customer and Packer acknowledge that in the normal course of beverage production and packaging, the number of Cases of Packaged Beverage delivered may be greater than the amount called for in the Binding Production Order ("**Excess Production**"). Excess Production can vary by the type of Beverage produced, the type of Packaging Materials used, production and packaging methods specified by Customer, the size of Customer's Order, and other variables. Unless otherwise agreed in writing and set forth in Exhibit E- Special Services Description, Customer agrees to purchase all Excess Production produced a part of the normal course of any Binding Production Order. Packer will invoice Customer for any such Excess Production on the Final Invoice.

12.3 Inventory Reports. Packer will provide Customer with inventory reports detailing: (i) the inventory of Ingredients and Packaging Materials received prior to a production run with respect to a Production Order; and (ii) the inventory of Ingredients and Packaging Materials remaining after such production run.

12.4 Excessive Yield Loss. Customer shall not be responsible for Packaged Beverage yield losses caused by the negligence of Packer exceeding two percent (2%) for liquid contents and five percent (5%) for Beverage Containers.

## 13. LIMITED INTELLECTUAL PROPERTY LICENSE

Customer hereby grants Packer a non-exclusive license to use the Intellectual Property strictly limited to uses in fulfillment of Packer's obligations under this Agreement. Customer retains all rights to the Intellectual Property and all goodwill accruing as a result of any use thereof shall accrue to Customer. Upon termination of this Agreement, Packer shall immediately cease use of the Intellectual Property except in connection with any post-termination use of Packages provided herein.

## 14. WARRANTIES

Each party warrants to the other party that it is duly organized and in good standing in its respective jurisdiction of organization, that it has the authority to enter into and perform this Agreement and that the consummation of this Agreement will not violate any agreement or judicial order to which it is a party or by which it is bound. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES MAKE NO OTHER WARRANTIES AND HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Packer and Customer individually warrant as follows:

### 14.1 Packer Warranties.

14.1.1 Packer shall produce each Beverage in accordance with the formula.

14.1.2 Each Beverage shall meet Packaged Beverage Specifications at the time of FOB delivery to Customer.

14.1.3 Each Beverage shall be free from adulteration as defined by the United States Food, Drug and Cosmetics Act.

14.1.4 Packer shall obtain all federal, state and local permits necessary for the performance of its obligations under this Agreement.

### 14.2 Customer Warranties.

14.2.1 Ingredients furnished by Customer or Customer's suppliers shall meet all applicable legal requirements and be fit for use as an ingredient in food or beverage products, and shall be free from adulteration as defined by the United States Food, Drug and Cosmetics Act.

14.2.2 Customer owns the Formula used in production of each Beverage. The Formula and the Beverage derived from proper application of the Formula will not violate the laws and regulations of any government having jurisdiction over the Beverage or injure or illegally infringe upon the rights of any other person.

14.2.3 Customer owns the Intellectual Property applied to the Packages. The Intellectual Property will not violate the laws and regulations of any government having jurisdiction over the Packages or injure or illegally infringe upon the rights of any other person.

## 15. QUALITY ASSURANCE

Packer will monitor production and packaging of each Beverage in accordance with Packer's standard quality assurance monitoring procedures as detailed in Exhibit E- Quality Assurance Description. Under such procedures, Packer will examine samples of each Beverage prior to and after packaging. In the event that Customer requests and Packer agrees to engage in additional quality assurance monitoring prescribed by Customer, the work associated therewith shall be deemed to be a Special Service subject to the terms and conditions set forth in writing in Exhibit E- Special Services Description.

## 16. INDEMNIFICATION AND INSURANCE

16.1 Indemnification by Customer. Customer, its successors, and assigns, shall at all times save, defend, keep harmless and indemnify Packer, its successors, and assigns, of and from any and

all loss, damage, cost, charge, liability or exposure, including court costs and attorney's fees ("Damages"), arising out of (i) the Beverage Specifications, (ii) the Package Specifications, labeling or contents of the packaging of the Products, (iii) any use of the Beverages by consumers, (iv) Packer's use of Customer's trademarks, trade names, trade dress or other intellectual property, as set forth in this Agreement, (v) any claims by wholesalers, (vi) the marketing or advertising of the Beverages, and (vii) any misrepresentation, breach of warranty or failure to fulfill any covenant or agreement of Customer contained herein.

16.2 Indemnification by Packer. Packer, its successors, and assigns, shall at all times save, defend, keep harmless and indemnify Customer, its successors, and assigns, of and from any and all Damages arising out of (i) failure of Packer to comply with the Beverage Specifications, (ii) failure of Packer to comply with the Packaging Specifications, (iii) negligence by Packer in producing the Beverages or packaging the Beverages, and (iv) any misrepresentation, breach of warranty or failure to fulfill any covenant or agreement of Packer contained herein.

Notwithstanding the forgoing, Packer shall have no obligation to Customer with respect to Damages arising from or related to the nature of the Beverages.

16.3 Insurance. Packer and Customer shall each purchase and maintain the following forms of insurance for not less than the following limits of liability:

16.3.1 Commercial General liability insurance

Each Occurrence limit	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00

16.3.2 Excess/Umbrella Coverage

Each Occurrence limit	\$1,000,000.00
General Aggregate	\$1,000,000.00

16.3.3 Property insurance with limits sufficient to cover property replacement value.

16.4 Workers' Compensation Insurance. Packer shall purchase and maintain adequate Workers' Compensation Insurance to cover its employees.

16.5 Waiver of Subrogation. The parties shall obtain waivers from their insurance carriers of subrogation rights against the other party.

16.6 Coverage by Packer. In the event that Customer requests and Packer agrees to extend Packer's insurance coverage to Customer, the additional cost associated therewith shall be deemed to be a Special Service Fee subject to the terms and conditions set forth in writing in Exhibit E-Special Services Description.

16.7 Additional Insureds. Packer shall be named as an additional insured on Customer's General Liability Insurance and Excess/Umbrella Coverage. Customer shall be named as an additional insured on Packer's General liability insurance and Excess/Umbrella Coverage.

16.8 Certificates of Insurance. Each party shall provide the other with certificates of insurance coverage.

## 17. INTENTIONALLY OMITTED

## 18. FORCE MAJEURE

Notwithstanding any other provision contained in this Agreement, if either party is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, war, terror, fire, traffic interruptions, governmental laws or orders, shortage of materials, strikes or labor disturbances, then that party's performance shall be suspended or excused without damages, costs or penalties while such cause exists. The party whose performance is affected by the Force Majeure shall use its best efforts to overcome the event.

## 19. TERMINATION

Either party may terminate this Agreement for any reason whatsoever on not less than ninety (90) days prior written notice to the other Party, effective at any time on or after the effective date, or upon written notice following occurrence of any of the following events:

19.1 Payment Breach. If either party fails to make payment for any amount due under the Agreement (net of any amount due from the other party) following ten (10) days written notice of payment breach from the other party;

19.2 Material Breach. If either party materially breaches the Agreement and fails to cure said breach within ten (10) days of written notice thereof by the non-breaching party;

19.3 Orders and Acceptance. Customer may terminate this Agreement in the event that Packer fails to meet Customer's order standard of producing within 120 days of receiving a Production Order;

19.4 Force Majeure. A Force Majeure causes either party to suspend performance for more than ninety (90) consecutive days;

19.5 Bankruptcy, Insolvency, Receivership. (i) Either party voluntarily or involuntarily institutes any proceedings under any Bankruptcy Act, insolvency law or any law for the relief of debtors; (ii) Either party is subject to the appointment or application for a receiver; or (iii) Either party makes an assignment for the benefit of its creditors; or

19.6 Violation of Law. Any material violation by the other party or its agents of state or federal law or regulations related to the formulation, production, labeling, advertising, distribution, marketing or sale of the Beverages.

Termination of the Agreement shall not affect the right of either party to obtain such additional relief in law or in equity to which it may be entitled. Upon termination of this Agreement for any reason other than a material breach by Packer, Customer shall pay Packer, in accordance with Section 11: (i) all outstanding amounts of Reimbursement Invoices, Production Invoices and/or Final Invoices, all Production Fees and Special Services Fees incurred by Customer but not yet billed by Packer, and all reimbursements of costs and

other expenses incurred by Packer as of such termination for which Customer is obligated to reimburse Packer pursuant to this Agreement; and (ii) Packer's out-of-pocket costs for work in progress.

## 20. CLAIM LIMITATIONS

20.1 Time of Assertion. Except for claims based on non-payment of Reimbursement Invoices, Production Invoices and Final Invoices, any claim by either party arising out of or relating to this Agreement must be brought no later than two years (730 days) after the latter of: (i) the date the claim arises, or (ii) the date the claimant first becomes aware of the claim. Claims not brought within the time provided herein shall be barred and forever discharged.

20.2 Damages. Claims for money damages arising out of any action amounting to a breach of this Agreement by either party shall be limited to the actual damages caused by said breach. Neither party shall be entitled to any consequential, special or exemplary damages.

20.3 Equitable Relief. Either party may make a claim for equitable relief.

## 21. DISPUTE RESOLUTION

Any claim or dispute arising between the parties that cannot be resolved through negotiation shall be exclusively resolved through arbitration before a sole qualified arbitrator under rules and auspices of the American Arbitration Association or such other alternative dispute-settling forum approved in writing by both parties. If the parties are unable to agree on an arbitrator, a judge sitting on the Circuit Court of Dane County, Wisconsin, the Common Court of Madison, Wisconsin, or the United States District Court for Southwestern Wisconsin shall be empowered to appoint a qualified arbitrator. The venue for any arbitration shall be Dane County, Wisconsin. The arbitrator shall be empowered to allow discovery and decide claims subject only to the limitations set forth in this Agreement. The decision of the arbitrator and damages or equitable relief provided therein may be entered as a judgment in any court of competent jurisdiction.

## 22. MARKETING AND SALES OF BEVERAGE

22.1 Customer is exclusively responsible for marketing and sale of all Products and nothing contained in this Agreement shall be interpreted as creating a joint venture or other business association other than the contractual relationship between Packer and Customer. Customer will be exclusively responsible for compliance with all laws or regulations governing sale or distribution of the Beverage. In the event that state alcoholic beverage control laws require Packer to file certain information as producer of record for Customer's products, Customer acknowledges that in doing so, Packer assumes no responsibility for marketing and sale of the Products.

22.3 Gluten-free statement. At no point may Customer refer to their product as free of gluten or gluten-free without independent lab tests conducted, submitted and approved by the TTb.

22.4 Unless specified in the Production Agreement, Customer is not able to make any claims regarding organic ingredients or the production in a facility that produces organic certified products.

## 23. ACCESS TO PRODUCTION FACILITY

Packer denies public access to its facility. Customer or Customer's representative shall have the

right, at any time, to monitor and review the practices and procedures of Packer in the production of Customer's products at Packer's facility during such periods that Customer's products are being prepared and packaged. Customer will use its best efforts to notify Packer at least 24 hours in advance of any visit to the facility, except in the case of emergency.

#### 24. CONFIDENTIALITY

Packer and Customer acknowledge that in the performance of this Agreement, each party may obtain information from the other party deemed confidential. Packer and Customer will identify in writing all information deemed confidential and the recipient thereof will not, during the term of this Agreement and for a period of five-year thereafter, use or disclose such information to anyone except employees with a need to know in order to accomplish the purposes of this Agreement. Information shall not be deemed confidential if such information: (i) was in the public domain at the time of disclosure to the recipient, (ii) subsequently becomes available to the public without act or negligence of the recipient, (iii) can demonstrably be shown to have been in the recipient's possession prior to its receipt from the other party, or (iv) is subsequently obtained by recipient from an independent third party having a lawful right to disclose the information.

Packer and Customer shall not disclose the terms, conditions or other details of this Agreement without the prior written consent of the other party except as required by law and then, to the extent possible, only upon prior notice to the other party. This Confidentiality provision survives the term of this Agreement.

#### 25. ASSIGNMENTS

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either party without the prior written consent of the other party hereto, provided that such consent shall not be unreasonably withheld, and further provided, that Packer's rights and obligations under this Agreement may be assigned without Customer's written consent to a purchaser of substantially all of the assets of Packer. Any attempt to assign this Agreement without such consent shall be deemed void. A change in controlling ownership of either party shall not be deemed as an assignment unless such change has a material adverse impact on the party's ability to perform its obligations under this Agreement. Packer's sale of substantially all of its assets or either party experiencing a change in controlling ownership shall require that party to provide written notice to the other party immediately upon its occurrence.

#### 26. SUCCESSORS

Subject to the limitations on assignment set forth herein, this Agreement is binding upon, and the benefits hereof inure to, the parties hereto and their respective successors and assigns.

#### 27. ENTIRE AGREEMENT

This Agreement including its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. This Agreement may not be modified except by written amendment signed by both parties.



## 28. COUNTERPARTS

This Agreement may be executed in one or more counterparts.

## 29. GOVERNING LAW; VENUE; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for all claims arising from this Agreement or related to this Agreement shall be limited exclusively to a state or federal court in Dane County, Wisconsin. Customer hereby consents to the jurisdiction of the state and federal courts located in Dane County, Wisconsin for all claims arising from this Agreement.

## 30. NOTICES

All Notices given under this Agreement shall be sent to parties at their addresses and/or facsimile numbers listed on the cover page. Notices sent via facsimile shall be deemed given on the first business day following the day of facsimile transmission. Notices sent via registered mail, certified mail or overnight mail shall be deemed given when received.

## 31. ATTORNEY'S FEES.

In the event of any controversy, claim or action being filed between the parties respecting this Agreement, the prevailing party shall be entitled to recover all expenses, costs, damages, and reasonable attorneys' fees, whether or not such controversy was litigated or prosecuted to judgment.

## 32. WAIVER.

No term, provision or condition of this Agreement, nor their strict performance, nor any remedy provided for their breach shall be waived or lost by any prior acquiescence or forbearance on the part of either party.

## 33. SEVERABILITY.

If any portion or provision of this Agreement shall be adjudged invalid, illegal, or unenforceable, no other provision shall be affected in any way.

## 34. ELECTRONIC COPIES.

Electronic copies of this Agreement, when executed by all parties and transmitted, shall be considered as an original, legally binding and enforceable document.

## 35. DISTRIBUTION AGREEMENT.

Until the earlier of (i) the parties entering into a formal distribution agreement for the distribution of the Beverages or (ii) the termination of this Agreement, to the extent permitted under applicable laws, Packer shall distribute the Beverages on Supplier's behalf in accordance with the terms of Packer's existing distribution agreements, including without limitation, the certain USA Wine West, LLC Master Distribution Agreement and all agreements with state-licensed liquor distributors, upon terms and conditions reasonably acceptable to the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

DEATH'S DOOR DISTILLERY, LLC

By: \_\_\_\_\_

Brian Ellison, President  
Death's Door Distillery

THE MARKETING HUB, LLC

By: \_\_\_\_\_

Margaret Ebeling, Managing Partner

## EXHIBIT A- BEVERAGE PACKAGING DESCRIPTION

1. Package Specifications

[see attached document(s)]

2. Packaged Beverage Specifications

[see attached document(s)]

3. Packaging Materials

4. Packaged Beverage Specifications

[see attached document(s)]

5. Packaging Materials Supplied by Packer. Customer shall be responsible for supplying all Packaging Materials except those specifically set forth in the documents attached hereto, which Packer shall provide to Customer, subject to Customer's reimbursement of Packer's cost to obtain such materials, as provided in the Agreement.

6. Packer reserves the right to add its serial badge stickers to Customers Packaged Beverages.

*[the rest of this page is intentionally left blank]*

## EXHIBIT B- BEVERAGE PRODUCT DESCRIPTION

1. Beverage(s) to be produced

Kringle Cream Cream Liqueur

2. Order Limit. The minimum quantity of each order placed shall be 1000 Cases, and the maximum quantity of each order shall be 10,000 cases. Notwithstanding the following, Packer may consent to Customer placing an order which is less than 800 cases or greater than 10,000 cases. However, Packer's consent to any deviation from the Order Limit shall not be deemed a waiver of same for future orders. Packer reserves the right to increase the Production Fee for all Orders less than the Order Limit.
3. Beverage Formula(s)

[see attached document(s)]

If Customer deems its Formula to be confidential pursuant to Section 24, then it shall identify it as an attachment to this Agreement as item 3 of Exhibit B and as "Confidential", and such Formula shall not be attached hereto.

4. Beverage Specifications
5. Items Provided by Packer. Packer shall, pursuant to Section 9 of the Agreement, provide all pre-mixed cream liqueur used in the Beverage(s), subject to Customer's reimbursement of Packer's cost to obtain such Ingredients, as provided in the Agreement.
6. Trade Name(s) of the Beverage(s) to be Produced

Kringle Cream

*[the rest of this page is intentionally left blank]*

## EXHIBIT C- PRODUCT PRICING DESCRIPTION

1. Production Fees. The Production Fee for each 12 bottle 750ml Case (9L case) of the Packaged Beverage shall be \$8.00.
  - a. Production Fees are domestic orders only.
2. Standard Pallet Fee. The Standard Pallet Fee is \$16.00 per pallet as of the date of the execution of the Agreement. The Standard Pallet Fee may be increased or decreased by Packer by the amount of any corresponding increase or decrease in the cost of pallets to Packer. This fee will be reestablished on a monthly basis, based upon the cost of pallets as of the first day of month.

*[the rest of this page is intentionally left blank]*

## EXHIBIT D- QUALITY ASSURANCE DESCRIPTION

Packer guarantees the following steps and procedures will be taken to ensure the quality of the Beverage and the Packaged Beverage.

1. Receiving Products. Packer will inspect the Supplies upon receipt to ensure there is no damage caused in shipment. After inspection, a product sheet will be assembled explaining contents of received Supplies. Pallets will then be shrink- wrapped, capped, labeled and stored until use.
2. Production Runs. Packer will produce the Beverage in strict compliance with the Customer's Formula as set forth in and pursuant to Exhibit B- Description of Beverage Product.
  - a. At the request of Customer, Packer will test the BRIX content of each batch.
  - b. Packer will test each batch for alcohol content accuracy and report the result of each test on a batch sheet. If Packer runs more than one batch per day, the batch will be tested each day of the run. Records will be kept for each test.
  - c. Packer will retain samples of each Production Run for five years.
  - d. Packer will produce a coordinating Serial Batch Number and place same on the outer shipping case of each case to allow each case to be tracked to its coordinating sample(s) for future testing and verification. If production runs for longer than one day, a Serial Batch Number will be made to coordinate with each day of the run.
  - e. Fill levels for each bottle will not exceed nor be below the federally approved content.
3. Packaged Beverages. All Packaged Beverages will be counted and documented for federal tax reports. All pallets of Packaged Beverages will be shrink-wrapped, capped, labeled and stored until shipping is arranged.
4. Remaining Packaging Materials. All Packaging Materials that remain after a run will be counted and placed into a new inventory sheet. All remaining materials will be shrink-wrapped, capped, labeled and stored until next run.
5. Additional Quality Assurance Measures required by Customer. Customer may, with the consent of Packer, require Packer to undertake additional Quality Assurance Measures. The cost of such additional measures, if any, shall be borne by Customer and shall be charged as a Special Service Fee, which fee shall be mutually agreed by Packer and Customer and set forth in writing.
  - a. Additional Quality Assurance Measures Requested By Customer. [see attached document(s)]

*[the rest of this page is intentionally left blank]*

## EXHIBIT E- SPECIAL SERVICES DESCRIPTION

1. Special Services. Special Services are additional services provided or paid for by Packer that are identified in this Agreement as Special Services or subject to Special Services Fees, or additional services ordered by Customer and provided by Packer set forth in this Exhibit. Special Services include but are not limited to the following:

1.1. Batch Fees.

1.2. Bottle Fees.

1.3. Packer's installation of Change Parts to its packaging machinery in order to accommodate the Packaging Materials.

1.4. Packer's purchase of additional machinery in order to accommodate Customer's request to change or alter the Packaging Materials.

1.5. Packer's selection and scheduling of, or the payment of the cost for, a carrier to deliver the Ingredients or Packaging Materials to Packer or Packaged Beverage to or on behalf of Customer.

1.6. Warehousing and storage pursuant to Section 10 of the Agreement.

1.7. Additional quality assurance monitoring expressly prescribed by Customer.

1.8. Insurance Coverage pursuant to Section 16 of the Agreement.

1.10. Any service requested by the Customer that is not expressly provided for in the Agreement.

2. Terms and Conditions. Packer is not obligated to provide any Special Service to Customer. The Agreement provides that Packer may provide certain Special Services at its discretion. Unless otherwise expressly authorized by the Agreement, Packer will not provide a Special Service for Customer unless both parties mutually agree upon the provision of such service in a writing signed by both parties, which agreement shall include the fee for such service or how such fee is to be determined ("**Special Services Agreement**"). All Special Services Agreements executed by Packer and Customer shall be attached to this Exhibit and shall constitute an Amendment to the Agreement.

3. Special Services Fees. Customer shall be responsible for all costs associated with Packer's provision of Special Services. In addition, the Agreement expressly provides that certain fixed costs, if incurred, shall be charged to Customer as Special Services Fees, including but not limited to:

3.1. All Delivery, Warehousing and Storage costs and fees as provided in Section 10 of the Agreement.

3.2. All Taxes as provided in Section 11 of the Agreement.

4. Invoicing of Special Services Fees. Packer invoice Customer for Special Services Fees as provided in Section 11 of the Agreement.

## EXHIBIT F- WAREHOUSING SERVICES DESCRIPTION

1. Warehousing Services. Warehousing Services are services ordered by Customer and provided by Packer set forth in this Exhibit. Warehousing Services include but are not limited to the following:
  - 1.1. Inventory Control for all Finished Beverages and Non-finished Beverage Materials (which includes but is not limited to any Raw Materials, Packaging Materials and Finished Beverage(s)) stored by Packer for Customer.
  - 1.2. Packer's selection and scheduling of a carrier to deliver the Packaged Beverage to Customers Licensed Wholesaler.
  - 1.3. Pallet Preparation of Finished Beverage to be shipped to Customers Licensed Wholesaler.
  - 1.4. Invoicing and Accounting Services for Finished Beverage being shipped to Licensed Wholesaler.
  - 1.5. Additional quality assurance monitoring expressly prescribed by Customer and approved by Packer. Such monitoring may also be designated by Packer as a Special Service.
2. Warehousing Services Fees. Customer shall be responsible for all costs associated with Packer's Warehousing Services. In addition, certain fixed costs, if incurred, shall be charged to Customer as Special Services Fees. These costs include but are not limited to: all Delivery costs, all costs of Warehousing and Storage, and any other related fees as set forth in the Warehousing Services Fee Schedule below.
3. Invoicing of Warehousing Fees. Packer shall invoice Customer for Warehousing Services Fees. On terms consistent with those set forth for invoicing in the Agreement. In addition, Packer may at Packer's discretion: (1) invoice any unpaid Warehousing Services Fees to Customer as a Special Service Fee on any other invoice issued to Customer by Packer; and/or (2) exercise a right of offset by paying Customer's Warehousing Service Fees from any sums, if any, owed by Packer to Customer.
4. Specialty Storage. Upon request of Customer, Packer, at the Packer's discretion, may provide storage and handling of specialty raw materials (e.g. refrigerated, organic, humidity controlled, etc) for a fee that is mutually agreed upon in writing prior to receiving shipment from Customer or Customer's supplier.



Warehousing Services Fee Schedule

1. Packaged Beverage Storage Fee. Charges for Packaged Beverage will occur on a per pallet per month basis.

	<u>0-120 days</u>	<u>+120 days</u>
Pallets of Packaged Beverage	\$32.00	\$64.00

2. Ingredients and Packaging Materials. To the extent permitted by the Agreement, charges for warehousing Ingredients and Packaging Materials will occur on a per pallet per month basis.

	<u>0-120 days</u>	<u>+120 days</u>
Packer procured (pallets)	FREE	\$30.00
Supplier procured (pallet)s	FREE	\$45.00

3. Partial Month. Fees for storage for part of a month shall be prorated.

*[the rest of this page is intentionally left blank]*

## Exhibit G- Machine Operation Description

*[the rest of this page is intentionally left blank]*

## Exhibit H- Machine Maintenance Description

*[the rest of this page is intentionally left blank]*

## Exhibit I- Export Production and Pricing Description

*[the rest of this page is intentionally left blank]*

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment") is made this 14<sup>th</sup> day of November, 2018 (the "Effective Date") by and among DEATH'S DOOR SPIRITS, LLC and DEATH'S DOOR DISTILLERY, LLC, each a Wisconsin limited liability company (collectively, the "Assignor"), and THE MARKETING HUB, LLC, a Wisconsin limited liability company (the "Assignee").

### WITNESSETH:

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 13, 2018 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and transfer to Purchaser and Purchaser has agreed to purchase and receive from Seller the Purchased Assets; and

**WHEREAS**, Seller has agreed in the Purchase Agreement to assign and transfer to Purchaser all of Seller's right, title and interest in, to and under all of the Proprietary Rights set forth in the Purchase Agreement (the "Intellectual Property Assets").

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the parties set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and deemed adequate, the Assignee and the Assignor do hereby agree as follows:

1. Assignor does hereby unconditionally grant, sell, convey, assign, transfer, set over and deliver its rights, title and interests in and to the Intellectual Property Assets unto Assignee, to have and to hold forever. Assignee accepts such Assignment and agrees to assume and perform Assignor's obligations relating to the Intellectual Property Assets.

2. Assignor and Assignee covenant and agree to execute such further documents and instruments and to take such additional action as may be reasonably necessary by the Assignor or the Assignee, as the case may be, to vest in the Assignee any and all of the assets being transferred hereby and otherwise to effect the intent of this Assignment.

3. This Assignment is intended to effect the assignment of certain of the Purchased Assets and shall be subject and subordinate to the terms and provisions of the Purchase Agreement, including, without limitation, the terms and provisions with respect to indemnification contained in Section 16 thereof.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to any conflicts of law principles.

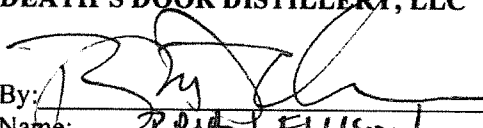
6. This Assignment may be executed in one or more counterparts and by electronic signature, each of which shall be considered an original but all of which taken together shall constitute but one and the same agreement.

[Signatures on Following Page]

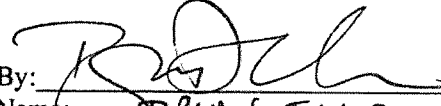
IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the Effective Date first above written.

**ASSIGNOR:**

**DEATH'S DOOR DISTILLERY, LLC**

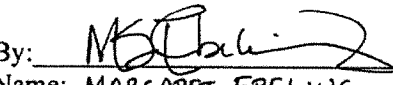
By:   
Name: BRIAN ELLISON  
Title: PRESIDENT

**DEATH'S DOOR SPIRITS, LLC**

By:   
Name: BRIAN ELLISON  
Title: PRESIDENT

**ASSIGNEE:**

**THE MARKETING HUB, LLC**

By:   
Name: MARGARET EBELING  
Title: PRINCIPAL