

MORTGAGE

THIS MORTGAGE is from Kolts Fine Spirits, LLLP, a Colorado limited liability limited partnership, whose address is 644 Crook St., Sheridan, WY ("Mortgagor") to WIDC-Frontier CDC, Inc., whose address is 232 East 2nd Street, Suite 300, Casper, Wyoming ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has secured a debt in the principal sum of One Hundred Fifty Thousand Dollars (\$150,000.00), which indebtedness bears interest at the rate of 5.285% per annum, adjusted at 5 year intervals, and is evidenced by and payable as provided in a Promissory Note from Kolts Fine Spirits, LLLP of even date herewith (collectively called the "Debt Agreement"). Principal and interest is payable in 240 monthly installments of \$1,007.64, amount adjusted at 5 year intervals, beginning September 1, 2017 and continuing until the entire principal balance is paid.

WHEREAS, it is a condition precedent to the making of such loan that the repayment of the indebtedness evidenced by the Debt Agreement should be secured by the execution of this Mortgage;

NOW, THEREFORE, in order to secure the payment and performance of the Debt Agreement, together with interest, late charges, costs, expenses, and fees, all in accordance with the terms and conditions of the Debt Agreement, and any amendments, substitutions, modifications, extensions, or renewals thereof and all other debts of Mortgagor to Mortgagee now or hereafter owed (all such sums, including the principal and accrued interest evidenced by the Debt Agreement, being hereinafter collectively referred to as the "Indebtedness"), and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, Mortgagor does hereby MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, AND CONVEY to Mortgagee, its successors and assigns, all of the following described real estate, including the rents, issues, and profits therefrom and the benefits and privileges appurtenant thereto (all being referred to herein as the "Premises"):

Lot 4, Block 2 of the East Glacier Park Addition, a subdivision in Sheridan County, Wyoming, as filed in Drawer E, Number 12, in the Office of the Sheridan County Clerk.

TOGETHER WITH all buildings, fixtures, and improvements now or hereafter located thereon, as well as the right, title, and interest of Mortgagor, if any, in and to the streets and in and to the land lying in the bed of any streets, roads, or avenues, open or proposed, public or private, in front of, adjoining or abutting the Premises to the centerline thereof, the air space and development rights pertaining to the Premises and the right to use such air space and development rights, all rights-of-way, privileges, liberties, tenements, hereditaments, and appurtenances belonging to, or in any way appertaining to the Premises, and all easements, rights of ingress and egress, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the premises, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Premises covered by this Mortgage.

1. Taxes and Insurance. Mortgagor hereby agrees to pay the Indebtedness according to the terms of the Debt Agreement and, during the life of this Mortgage, to pay all taxes, assessments, and public and other dues and charges levied or assessed (or which may be levied or assessed) on the Premises, and to keep the buildings and other improvements now on, or which may hereafter be placed on, the Premises insured against loss or damage by fire and such other hazards as Mortgagee may require in the sum of not less than the original principal amount of the Debt Agreement, by such insurance company as Mortgagee may approve, with the Mortgagee named as an additional loss payee. Mortgagor shall instruct the insurance carrier to provide Mortgagee with a certificate of insurance, annually, evidencing

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the existence of the insurance required under this Mortgage. If Mortgagor fails to pay such taxes, assessments, or public or other duties and charges, or fails to keep the Premises insured as aforesaid, Mortgagee may, but shall have no obligation to, pay the same, and all sums paid by Mortgagee for such purposes shall be immediately due and payable by the Mortgagor to the Mortgagee and, until paid, shall be added to and considered as part of the Indebtedness, and shall bear interest at the Debt Agreement rate.

2. Preservation and Maintenance of Property. Mortgagor covenants to and with Mortgagee that it shall not allow or permit, either willfully or by neglect, any unreasonable depreciation in the value of the Premises, or the buildings and improvements thereon situate, but shall keep the same in good repair at all times, and shall not demolish or remove, or allow to be demolished or removed from the Premises any buildings or improvements thereon situate, and shall not commit or suffer waste to be committed upon the Premises.

In the event of damage to or destruction of any of the Premises, including any improvements thereon, the Mortgagor will, in a timely manner, restore and repair the same to a good condition (or to the same condition the same was in prior to such damage if it was in better than good condition), and agrees that any insurance proceeds payable in connection with such damage or destruction shall be used to replace or repair the damaged or destroyed property.

The Mortgagor agrees not to cause or permit a discharge, release, spilling, leaking, pumping, emitting, pouring, emptying, dumping or storage of any hazardous substance or toxic material into the air, the waters, or on the lands where environmental damage and/or liability may result due to such action or omission. The Mortgagor shall immediately notify Mortgagee of any hazardous substance or environmental problem or liability with respect to the Premises if the same should, at any time, become known by the Mortgagor. The Mortgagor covenants that any hazardous substance or other environmental problem which may exist on the Premises will be cleaned up and cured in accordance with all applicable federal, state, and local laws.

3. Compliance with Applicable Law; Condemnation. Mortgagor further covenants to and with Mortgagee that it shall comply with all laws, ordinances, and regulations affecting the Premises or its use, provided Mortgagor shall have the right to challenge any such law, ordinance or regulation so long as it acts in good faith, pursues such contest with due diligence, and there is no sale of the Premises by any governmental authority during the pendency of such contest. If all or any part of the Premises is condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as Mortgagee in its sole discretion may determine in writing shall be paid to Mortgagee and applied to the payment of the Indebtedness, and all such proceeds are hereby assigned to Mortgagee solely to the extent of any such Indebtedness and any excess shall be immediately payable to the Mortgagor.

4. Charges; Liens. Mortgagor shall pay all taxes, assessments and other charges or fines attributable to the property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any, by Mortgagor making payment, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee all notices of amounts due under this paragraph, and in the event Mortgagor makes the payment directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien which has priority over this Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

Mortgagor shall not, in any manner, encumber or permit a lien to attach to any part of the Premises, including, without limitation, granting any additional mortgages against the Premises.

5. Transfer of the Property. If all or any part of the Premises or an interest therein is sold or any interest therein transferred (including, without limitation, additional mortgages or other liens) without the prior written consent of

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Handwritten signatures:
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Mortgagee (which consent Mortgagee may withhold), Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable.

6. **Inspection.** Mortgagee shall have the right, during normal business hours, to enter and inspect the Premises; provided that no such inspection right shall be exercised more than twice annually, and shall be exercised only at reasonable times and upon reasonable prior notice.

7. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Mortgagee required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

8. **Default.** The terms "Event of Default" or "default" as used hereinafter and hereinbefore shall mean the occurrence of any of the following events:

- (a) A failure to make due and punctual payment under the Debt Agreement as set forth therein or the failure to make due and punctual payment of any other Indebtedness secured hereby, or any part thereof, as the same shall become due and payable, whether at maturity or whether accelerated pursuant to any power of acceleration contained in the Debt Agreement or contained in any instrument evidencing and governing any Indebtedness secured hereby;
- (b) Any warranty or representation made herein or in the Debt Agreement shall prove to be untrue in any material respect;
- (c) The failure to perform or observe faithfully and punctually any of the covenants, agreements, and obligations hereunder, or in the Debt Agreement;
- (d) Mortgagor shall (i) be dissolved or terminate its existence, (ii) become insolvent, (iii) generally fail to pay, or admit in writing its inability to pay, debts as they become due, (iv) make a general assignment for the benefit of creditors, (v) have a trustee, receiver, or other custodian appointed for Mortgagor or any property thereof, or (vi) commence, or have commenced against it, any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law;
- (e) Any of the Premises shall be seized or taken by any governmental or similar authority, or any order of attachment, garnishment, or other writ shall be issued, or any other lawful creditor's remedy shall be exercised, resulting in the Premises going into a foreclosure sale;
- (f) Mortgagor shall fail to maintain the lien and priority of this instrument as against any person or entity;
- (g) The title of Mortgagor to the Premises or any substantial part thereof shall become the subject matter of litigation which would or might, in Mortgagee's opinion, upon final determination results in substantial impairment or loss of the security provided by this instrument; or
- (h) The failure to keep the Premises insured as required herein; or shall fail to provide Mortgagee with evidence of insurance as required herein.

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9. Acceleration; Remedies; Appointment of Receiver. In order to exercise any remedies following an Event of Default, Mortgagee shall give written notice to Mortgagor specifically describing the Event of Default and stating what must be done in order to cure such default. If Mortgagor fails, within 30 days following the date such notice is given (notice will be deemed given when placed in the United States certified Mail, return receipt requested, addressed to Mortgagor at its last address furnished to Mortgagee), to make any payment demanded, or, if the default involves a breach other than the payment of money, to reasonably and immediately undertake to cure such default in a reasonable and expeditious manner, then Mortgagee shall have the right, without further notice to the Mortgagor to accelerate the whole Indebtedness and treat the same as being immediately due and payable forthwith, and Mortgagee may proceed to foreclose this Mortgage either by advertisement and sale of the Premises as provided and permitted by the Wyoming statutes, with **statutory POWER OF ADVERTISEMENT AND SALE being expressly given**, or by an action in equity or at law. Out of the proceeds of any foreclosure sale, whether foreclosure by advertisement and sale or by judicial proceeding, Mortgagee shall retain or receive all sums due to it hereunder, including the costs of foreclosure and sale, including attorney's fees in a reasonable amount. All excess funds shall be paid to Mortgagor.

In the event of foreclosure of this Mortgage upon the occurrence of an Event of Default, Mortgagee shall be entitled to immediate possession and enjoyment of the Premises and the incident rents, issues, and profits thereof from the time of such default and for and during the pendency of foreclosure proceedings and the period of redemption, if any. If Mortgagor should fail to surrender such possession to Mortgagee promptly upon its request therefor, Mortgagee may compel delivery thereof by an ejectment action, forcible entry and detainer action, or other civil proceeding appropriate to that purpose. Furthermore, and in addition to the remedies otherwise provided for in this Mortgage and by law, and as a matter of right, without regard to the solvency or insolvency of Mortgagor, the value of the Premises, or the sufficiency thereof to discharge the Indebtedness and costs of foreclosure and sale, Mortgagee shall be entitled to a receiver for the Premises and the rents, issues, and profits thereof from the time of the occurrence of an Event of Default to the expiration of any redemption period as provided by law. Such receiver may be appointed by any court of competent jurisdiction upon *ex parte* application, without notice, notice being hereby waived and the appointment of a receiver upon such application being hereby consented by Mortgagor.

10. Assignment of Rents, Income and Leases. Mortgagor hereby absolutely and presently bargains, sells, conveys, transfers, grants, assigns, and sets over to Mortgagee, as further security for the payment of the Indebtedness and the performance and observance of the Debt Agreement, (i) all leases on the Premises ("Leases"), together with all rights of Mortgagor thereunder and any and all deposits held as security under such leases, and (ii) all rents hereafter payable to Mortgagor for the use and occupancy of any of the Premises either under a Lease or otherwise by any person in possession thereof. In furtherance of the assignment made here, Mortgagor hereby gives to and confers upon Mortgagee the right, power, and authority to collect the rents and income from any Lease, and Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor, for all such rents and apply the same to the Indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents (but not anymore than 2 months in advance unless the written approval of Mortgagee has first been obtained), and to retain and enjoy the same, so long as an Event of Default has not occurred under the Debt Agreement. Such right of Mortgagor to collect and receive said rents shall be automatically revoked upon the occurrence of an Event of Default, and thereafter Mortgagee shall have the right and authority to exercise any of the rights or remedies referred to or set forth in this Mortgage. In addition, upon such an Event of Default, Mortgagor shall promptly pay to Mortgagee all rent prepayments and security or other deposits paid to Mortgagor pursuant to any Lease assigned hereunder. Mortgagor further grants to Mortgagee the right to notify the tenant under any Lease of the assignment thereof and, after the occurrence of an Event of Default hereunder, (A) to demand that the tenant under any Lease pay all amounts due thereunder directly to Mortgagee, (B) to enter upon and take possession of the Premises for the purpose of collecting the rents, (C) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof, (D) to let the Premises, or any portion thereof, and (E) to apply the rents, after payment of all necessary charges and expenses, on account of the Indebtedness.

Mortgagor acknowledges that in order to facilitate the payment of the Indebtedness, the assignment of the Leases and rents is intended to be and is an absolute present assignment from Mortgagor to Mortgagee and not merely the passing of a security interest or an executory contract to assign. Such assignment and grant shall continue in effect until the Indebtedness is fully paid, and the execution and delivery of this Mortgage shall constitute and evidence the irrevocable consent of Mortgagor to the entry upon and taking possession of the Premises by Mortgagee pursuant to such grant, whether foreclosure has been instituted or not and without applying for a receiver.

Mortgagee is hereby absolved from all liability for the failure to enforce collection of any rents so assigned and from all other responsibility in connection therewith, except the responsibility to account to Mortgagor for rents actually received.

11. Mortgagor Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage or release of any security for the obligations secured hereby, or any other amendment to the Agreement or this Mortgage granted by Mortgagee to Mortgagor or to any successor in interest of Mortgagor, shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successors, as the case may be. Mortgagee shall not be required to commence proceedings against any successor in interest of Mortgagor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successor in interest.

12. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Indebtedness secured by this Mortgage.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Mortgagor shall be joint and several.

14. Construction of Mortgage. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. Attorney's Fees. If Mortgagor or Mortgagee should have to hire an attorney to enforce any provision of this Mortgage, then the party in default shall pay all reasonable attorney's fees incurred by the non-defaulting party in enforcing such provisions.

16. Sale, Assignment and Additional Liens. This Mortgage is freely assignable by Mortgagee. The Mortgagor may not sell, transfer or assign the Premises (voluntarily or involuntarily) or grant or permit the imposition of a lien, mortgage or security interest (voluntarily or involuntarily) against the Premises without first fully paying the Indebtedness.

17. Release. Upon payment of all sums secured by this Mortgage and the termination of the Agreement, Mortgagee shall provide a release of this Mortgage.

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18. Notices. Except for any notice required under applicable law or by agreement to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by notice to Mortgagor at the address provided herein. Any notice to be given herein shall be deemed given on the day such notice is placed in the U.S Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered if delivered by any means other than by certified mail.

19. Security Agreement Under Uniform Commercial Code. It is the intention of Mortgagor and Mortgagee that this Mortgage shall also constitute a Security Agreement within the meaning of the Uniform Commercial Code of Wyoming. Notwithstanding the filing of a financing statement covering any of the Premises in the records normally pertaining to personal property, all of the Premises, for all purposes and in all proceedings, legal or equitable, may be regarded, at Mortgagee's option (to the extent permitted by law), as part of the real estate whether or not any such item is physically attached to the real estate or serial numbers are used for the better identification of certain items.

20. Special Filing as Financing Statement. This Mortgage shall likewise be a financing statement. This Mortgage shall be filed for record, among other places, in the real estate records of each county in which the Premises, or any part thereof, is situate, and, when filed in such counties shall be effective as a financing statement covering the fixtures and all other personal property included in the Premises.


21. Future Advances, Modifications, and Extensions. This Mortgage shall secure any and all amendments, substitutions, modifications, extensions, readvancements or renewals thereof of the Indebtedness. If the Mortgagor readvance sums to the Mortgagee up to the original principal amount of this Mortgage, it is intended that any such readvancement be secured hereby.

22. Waiver of Homestead. Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.


August 9 IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Mortgage effective as of _____, 2017.

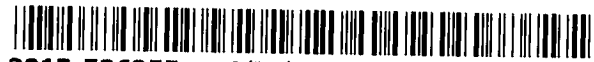
MORTGAGOR: Kolts Fine Spirits, LLLP


Robert A. Koltiska, General Partner


Jason Koltiska, Limited Partner


Justin Koltiska, Limited Partner


ATTEST



ACKNOWLEDGMENT

STATE OF Wyoming)
) SS:
COUNTY OF Sheridan)

On this 9th day of August, 2017, before me personally appeared Robert Kottiska who did say he/she is the Mortgagor with full authority to execute this instrument, and that he/she has read and understands the contents of the foregoing document and acknowledged the execution of said instrument to be his/her free act and deed.

Witness my hand and official seal.



Notary Public: Nan Miller

My Commission Expires: May 20, 2018

STATE OF Wyoming)
) SS:
COUNTY OF Sheridan)

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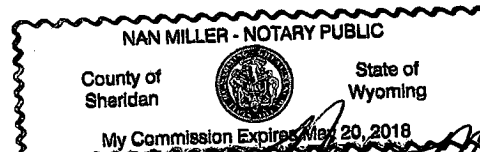
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