

Brad Little GOVERNOR Executive Office of the Governor

Andrew Arulanandam DIRECTOR

AGREEMENT TO PURCHASE AN ENTIRE PRIVATE SELECT BARREL FROM THE IDAHO STATE LIQUOR DIVISION (RETAIL CUSTOMER BARREL)

| This Ag | greement to purchase an entire barrel of | "by the barrel" |
|---------|--|-----------------------|
| from th | he Idaho State Liquor Division ("ISLD") is entered into this day of 20, between | |
| | ("Retail Customer"), as guarantor(s) of performance, and in the | eir personal capacity |
| (for pu | rposes of this Agreement, all collectively referred to as). | |
| | and the Idaho State Liquor Division (ISLD) agree as follows: | |
| 1. | The Retail Customer agrees to purchase one (1) private select barrel selected through | |
| | , identified as, consisting of appr | oximately |
| | 750ml bottles and packaged as cases. This purchase is made in its entirety and includes al yielded from the selected barrel. | l bottles/cases |
| 2. | The ISLD agrees to issue a purchase order (PO) to the supplier only after receiving full payment | nt, including sales |
| | tax, from the Retail Customer for the entire barrel. | |
| 3. | Retail Customer must remove the product from the designated ISLD retail store within ten (10 | O) business days of |
| | delivery to: | |
| 4. | No additional cases from the barrel will be held back by ISLD for retail sale or for distribution | to on-premise |
| | licensees. The entire yield from the barrel is committed solely to this purchase. | |
| 5. | If the Retail Customer intends to split the inventory with a licensed account or other affiliates, | , a separate |
| | agreement must be executed with ISLD prior to the PO being issued. | |
| 6. | The ISLD retail store is not responsible for distributing bottles to customer affiliates, partners | , or other third |
| | parties after the product is delivered and paid in full. | |
| 7. | All individual bottles resulting from the barrel selection are for personal use only and may no | t be re-sold by the |
| | Retail Customer. | |
| 8. | applicable federal and state laws and regulations regarding the purchase, possession, and consumption of rits apply. | |
| 9. | Product from the selected barrel will include the following identification on the label: | |
| | | |

| Approved: | Approved: |
|--------------------------------|-----------|
| | |
| Raymond Homen, Deputy Director | |
| Idaho State Liquor Division | |
| 1349 E. Beechcraft Ct. | |
| Boise, ID 83716 | |
| | |
| | |
| Date: | Date: |

IN WITNESS WHEREOF, the parties hereto, having read this Agreement, in its entirety do agree and attest.