

DeFazio

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January 26, 2026

Town of Alpine
250 River Circle
Alpine, Wyoming 83128
VIA EMAIL: Clerk@alpinewy.gov

Re: Purchase Option – Melvin Brewing Company

Town of Alpine,

On behalf of my client, Melvin Brewing Company (“Melvin”), this letter provides 90 day notice of Melvin’s exercise of its option to purchase pursuant to Section 2.1 of the *Lease Agreement with Option to Purchase* dated July 16, 2014 (the “Lease”) between Melvin Brewing Company, as Tenant, and the Town of Alpine, as Landlord. It is Melvin’s intent, pursuant to section 2.1, to purchase the 6.18 acre project site and all improvements located thereon located at the Melvin Brewery in Alpine and more particularly described as the NW ¼ of Section 30, T37N, R118W in Lincoln County, Wyoming.

As of the date of this notice, Melvin anticipates repaying the remaining recapture amount owed to the Town in full, thereby satisfying the financial requirements associated with the purchase option. The repayment is intended to occur in connection with a contemplated sale-leaseback transaction with a third-party financing partner, such that Melvin will own the property outright prior to the closing of that transaction.

In compliance with section 2.1, this notice is provided not less than ninety (90) days prior to the anticipated closing and Melvin intends to close within sixty (60) days of the date of this notice, subject to mutual coordination.

Given that the repayment and purchase will occur contemporaneously with a third-party financing transaction, Melvin Brewing Company respectfully requests confirmation that:

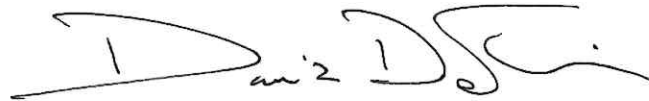
1. The Town will cooperate in good faith to schedule the closing on a mutually agreeable date within the Lease framework; and
2. If additional time is required to complete the financing or closing logistics despite diligent efforts by Melvin, the Town is willing to accommodate one or more reasonable extensions of the closing timeline, provided all purchase conditions and repayment obligations have been satisfied or are being satisfied at closing.

This notice is intended to preserve Melvin Brewing Company's rights under the Lease and shall not be deemed a waiver of any rights, remedies, or conditions, nor a modification of the Lease, except as may be expressly agreed to by the parties in writing.

We welcome the opportunity to coordinate with the Town regarding:

- Confirmation of the final payoff amount as of closing,
- Draft closing documents and timing, and
- Any additional procedural requirements the Town may have for consummating the transaction.

Thank you for your continued cooperation and partnership. Please feel free to contact me should you have questions or wish to discuss next steps.

A handwritten signature in black ink, appearing to read "David DeFazio", with a stylized flourish at the end.

David DeFazio