

original

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date J 5-1-15

BIDDER INFORMATION:

Company Name: Capital Beverages, Inc
Federal ID No.: 88-0114088
Mailing Address: 2333 FAIRVIEW DR.
City, State, Zip Code: CARSON CITY, NV 89701
Complete Telephone Number: 775-882-2122
Complete Fax Number: 775-883-2333

Contact Person/Title: Jason Brown
Mailing Address: 2333 Fairview Dr.
City, State, Zip Code: CARSON CITY, NV 89701
Complete Telephone Number: 775-882-2122
Complete Fax Number: 775-883-2333
E-mail Address: jason.brown@capitalbeverages.com

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

If Bidder **has** a valid Carson City Business License, please provide number:

15-00000127

Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature [Signature]

Date 5-1-15

Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature [Signature]

Date 5-1-15

Bid 1415-143 Beverage Concession Services
Capital Beverages - Jason Brown - jason.brown@capitalbeverages.com
2333 Fairview Dr. CARSON CITY, NV 89701
775-882-2122 / 775-883-2333

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date

5-15

DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: Kurt Brown
Address: 3711 Paradise View
City, State, Zip Code: Carson City, NV 89703
Complete Telephone Number: 775-720-3993

Owner 2) Name: Jason Brown
Address: 110 Plantation Dr.
City, State, Zip Code: Carson City, NV 89703
Complete Telephone Number: 775-882-2122

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

Corporation:

State in which Company is incorporated: Nevada
Date Incorporated: 3/2/1972
Name of Corporation: Capital Beverages, Inc.
Address: 2333 Fairview Dr.
City, State, Zip Code: Carson City, NV 89701
Complete Telephone Number: 775-882-2122

President's Name: Kurt Brown

Vice-President's Name: Jason Brown

Other 1) Name: _____
Title: _____

Other 2) Name: _____
Title: _____

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date

JE-1415

If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

Yes No

Bidder has provided "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

Yes No

Bidder agrees that all items will be ordered on an as-needed basis.

Yes No

Bidder agrees that no guarantee is given that any specific quantities will be ordered.

Yes No

Bidder has provided "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

Yes No

Bidder agrees that the **CONTRACT TERM** shall be from June 1, 2015 through June 1, 2016.

Yes No

Bidder agrees that Carson City shall have the right to renew this Contract, for five (5) additional years, subject to negotiation.

Yes No

Bidder guarantees the pricing through June 1, 2016.

Yes No

Bidder agrees that product(s) supplied pursuant to the provisions of this **REQUEST FOR BID** shall be subject to escalation and/or de-escalation of prices.

Yes No

Bidder agrees to provide delivery not less than twice each working day Monday through Friday **F.O.B. Carson City Parks and Recreation, 5400 Heritage Way, Carson City, Nevada** within one (1) working day from date order is placed.

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date

5-1-15
JTO

Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

Yes No

At time of delivery, Bidder agrees to provide a delivery invoice.

Yes No

Within 48 hours of delivery, Bidder agrees to fax an invoice to Parks and Recreation at 775-887-2256 which Carson City will use for the purpose of paying Bidder.

Yes No

Bidder agrees not mail a duplicate invoice unless specifically requested by Carson City.

Yes No

Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

Yes No

Yes No

Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

Yes No

Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

Yes No

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No

Bidder has provided "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead.

Yes No

Bidder has provided "**Exhibit F**" - Supplemental materials.

Yes No

Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date 12/5-15

\$100.00; and that this amount will be deducted from the stale claim payment due to Bidder.
Yes No

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.
Yes No

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead.
Yes **No**

Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.
Yes No

Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.
Yes No

Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.
Yes No

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.
Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No **Not Applicable**

Bidder has provided "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead.

Yes No **Not Applicable**

Bidder has provided "**Exhibit F**"- Supplemental materials.

Yes No **Not Applicable**

Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00; and that this amount will be deducted from the stale claim payment due to Bidder.
Yes No

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance,

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date SB ⁵⁻¹⁻¹⁵

Professional Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**. **Yes** **No**

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead. **Yes** **No** **Not Applicable**

MASTERCARD ACCEPTANCE. Bidder agrees to accept MasterCard as a form of payment under this Contract at no additional cost to Carson City. **Yes** **No**

CASH DISCOUNT of 0 % may be taken in addition to the price(s) stated for the terms of 0 calendar days. Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

Bidder agrees that if cash discount is provided that Bidder shall indicate the discount prices on each invoice. **Yes** **No**

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date 5-1-15
JB

ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Carson City County)

I, Jason Brown (Name of party signing this **BID RESPONSE**), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this **REQUEST FOR BID** which includes the following documents: **NOTICE TO BIDDERS**, **SPECIFICATIONS**, **TERMS AND CONDITIONS**, and **BID RESPONSE**.

BIDDER:

PRINTED NAME OF BIDDER: Jason Brown
TITLE: Vice President
FIRM: Capital Beverages, Inc.
Address: 2333 Fairview Dr.
City: Carson City
State / Zip Code: Nevada 89701
Telephone Number: 775-882-2122
Fax Number: 775-882-2333
E-mail address: Jason.brown@capitalbeverages.com

[Signature]
(Signature of Bidder)
DATED 5-8-15

Signed and sworn (or affirmed) before me on this 8th day of May, 2015,
by JASON BROWN

[Signature]
(Signature of Notary)

(Notary Stamp)



**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date 5-1-15
JB

EXCEPTION SUMMARY INSTRUCTIONS:

Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as "Exhibit G".

If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

Can not take mastercard acceptance.
Copa Di Vino no longer available
Aquafina no longer available
Monster is no longer available
Exhibit C - not applicable

***** END OF BID RESPONSE *****

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

DELIVERY OF PRODUCTS: All products shall be delivered within 24 hours during normal business hours or as agreed upon.

PRICING: All charges are to be included in the bid price. The bid price shall include the bidder's total charges for supplying all products and/or services. If there are any monetary credits for returned items, they should also be explained in the bid.

INVOICES/MONTHLY STATEMENTS: Supplier is requested to leave an itemized and fully extended invoice with every delivery. Copies of same should be signed by a Carson City employee upon verification. All monthly statements should be sent to: Carson City Recreation 841 N. Roop Street Carson City, NV 89701.

TRANSITION PERIOD: The winning proposer shall allow Carson City Parks and Recreation a 30-day grace period from the onset of the contract period to sell any existing inventory.

The winning proposer shall include a plan for the operational transition of Carson City Parks and Recreation's current vending operation, including estimated timeline. The winning proposer shall provide insurance for all vending equipment to include coverage on equipment as well as liability coverage.

The below list is a usage report for Calendar year 2014, indicating the types and quantities of Beverages sold.

QUANTITIES: It is understood that the quantities furnished by Carson City Parks and Recreation Department are approximate only and are subject to either increase or decrease at Carson City Parks and Recreation Department's discretion and are furnished only for the convenience of the bidder. The bidder will make no claims for anticipated profits or additional compensation for any increase or decrease in the quantities.

Copa Di Vino Chardonnay Approximate annual usage = 2 cases	\$ <u>not available</u> /case
Copa Di Vino Merlot Approximate annual usage = 2 cases	\$ <u>not available</u> /case
Bud Can 2/12 can 12oz Approximate annual usage = 1 cases	\$ <u>19.65</u> /case
Budweiser 1/2 Barrel Keg Approximate annual usage = 21 kegs	\$ <u>103.50/153.50</u> /keg <i>w/keg deposit</i>

Bid # 1415-163 -- Beverage Concession Services
Capital Beverages - Jason Brown Jason.brown@capitalbeverages.com
2333 Fairview Dr. Carson City, NV 89701
775-882-2122 / 775-883-2333

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

Michelob Ultra can 12 oz Approximate annual usage = 2 cases	\$ <u>21.10</u> /case
Michelob Ultra 1/2 Barrel Keg Approximate annual usage = 10 kegs	\$ <u>104.50/154.50</u> /keg ^{w/keg deposit}
Bud Light Can 2/12 can 12oz Approximate annual usage = 17 cases	\$ <u>19.65</u> /case
Bud Light Lime 2/12 can 12oz Approximate annual usage = 4 cases	\$ <u>21.10</u> /case
BLL Lime a Rita 15/25oz Cans Approximate annual usage = 15 cases	\$ <u>30.50</u> /case
BLL Straw Ber Rita 15/25oz Cans Approximate annual usage = 29 cases	\$ <u>30.50</u> /case
Bud Light 1/2 Barrel Keg Approximate annual usage = 126 kegs	\$ <u>103.50/153.50</u> /keg ^{w/keg deposit}
Stella Artois 1/2 Barrel Keg Approximate annual usage = 23 kegs	\$ <u>144.00/194.00</u> /keg ^{w/keg deposit}
Shock Top 1/2 Barrel Keg Approximate annual usage = 88 keg	\$ <u>120.00/170.00</u> /keg ^{w/keg deposit}
Kona Long Board 1/2 Barrel Keg Approximate annual usage = 15 kegs	\$ <u>155.00/205.00</u> /keg ^{w/keg deposit}
Lagunitas IPA 1/2 Barrel Keg Approximate annual usage = 18 kegs	\$ <u>143.00/193.00</u> /keg ^{w/keg deposit}
AO Crisp Apple 16oz Can LSE Approximate annual usage = 29 cases	\$ <u>32.50</u> /case
Twisted Tea 24oz Can Approximate annual usage = 22 cases	\$ <u>22.70</u> /case
Twisted Half/Half 24oz Can LSE Approximate annual usage = 21 cases	\$ <u>22.70</u> /case

*Bid 1415-163 Beverage Concession Services
Capital Beverages - Jason Brown - Jason.brown@capitalbeverages.com
2333 Fairview Dr. Carson City, NV 89701
775-882-2122/775-883-2333*

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

O'Doul's 2/12 Can 12oz Approximate annual usage = 1 case	\$ <u>18.25</u> /case
Arrowhead 4/6 Bottle .5LT Approximate annual usage = 24 cases	\$ <u>5.85</u> /case
Arrowhead 35 16.9 oz LSE Approximate annual usage = 328 cases	\$ <u>7.85</u> /case
Aquafina 24 16.9 oz LSE Approximate annual usage = 51 cases	\$ <u>5.40</u> /case
Monster Energy 16oz LSE can Approximate annual usage = 28 cases	\$ <u>not available</u> /case
Monster Energy Lo-Carb 16oz Can Approximate annual usage = 20 cases	\$ <u>not available</u> /case

CONTRACT TERM:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

The term of this Contract will be from June 1, 2015 through June 1, 2016.

Carson City shall reserve the right to renew this Contract for five (5) years, subject to negotiation.

Bidder shall guarantee the pricing through June 1, 2016.

ESCALATION AND DE-ESCALATION:

Product(s) supplied pursuant to the provisions of this **REQUEST FOR BID** shall be subject to escalation and/or de-escalation of prices as indicated herein; (i.e., conditions brought about due to market fluctuation may result in such changes). Escalation and/or de-escalation shall be as set forth by the following provisions:

Base Price:

For purposes of this **REQUEST FOR BID** and bid / contract award, the base price shall be established by Bidder's **BID RESPONSE**. This price, once the **BID RESPONSE** is opened

*Bid 1415-143 Beverage Concession Services
Capital Beverages - Jason Brown - Jason.brown@capitalbeverages.com
2333 Fairview Dr. Carson City, NV 89701
775-882-2122 / 775-883-2333*

Exhibit B

Bid # 1415-163 - Beverage Concession Services

Capital Beverages

Jason Brown Jason.brown@capitalbeverages.com

2333 Fairview Dr.

Carson City, NV 89701

775-882-2122 / fax 775-883-2333

7 pages including cover

Exhibit B - Lagunitas

Nevada DEPARTMENT OF TAXATION

1550 E. COLLEGE PARKWAY STE. 115

CARSON CITY NV 89706

(775) 684-2125

LIQUOR WHOLESALER DESIGNATION AND ACCEPTANCE FORM

1. SUPPLIER: Must be the original owner/manufacturer or designated agent (appointment must be attached before submitting this form).

The Lagunitas Brewing Co (Supplier's Firm Name)

2693/ 1006586822-001 (Certificate of Compliance Number)

1280 N. McDowell Blvd (Mailing Address)

Petaluma CA 94954 (City, State, Zip Code)

Pursuant to NRS 369.386, the above named supplier hereby appoints Capital Beverage (Nevada Importer/Wholesaler, City - One Location Per Form) to receive shipments of alcoholic beverages under the following list of brand names:

- 1. Lagunitas IPA, Pale Ale, Censored Ale, Pilsner, Imperial Stout
2. Hairy Eyeball, Brown Shugga, DayTime IPA, Wilco Tango
3. Lagunitas Little Sumpin, Maximus, Hop Stoopid
4. Lagunitas Sucks, UnderCover, Little Sumpin Wild (Attach additional sheets if necessary)

2. I have appointed the following person as resident agent in the State of Nevada upon which any service or process or any notice may be served pursuant to NRS 369.430. (May be Nevada Importer/Wholesaler.)

Agent's Name: Capital Beverage

Agent's Address: 2333 Fairview Dr Carson City NV 89701

I certify I will notify the Department of Taxation, Liquor Division, of any changes regarding the above appointments.

Date: 5/22/2013 Name in print: Carissa Brader

Title: Vice President (Supplier) Signature:

PLEASE FORWARD TO NEVADA IMPORTER/WHOLESALER AFTER COMPLETING SUPPLIER PORTION AND ATTACHING ALL REQUIRED DOCUMENTATION

3. WHOLESALER:

Capital Beverages (Importer/Wholesaler) hereby accepts the appointment from

The Lagunitas Brewing Co (Name of Supplier) to receive the above listed brands per NRS 369.386.

Date: 5/23/13 Authorized signature: (Nevada Importer/Wholesaler)

PLEASE COMPLETE AND RETURN TO THE DEPARTMENT OF TAXATION AFTER SUPPLIER AND NEVADA IMPORTER/WHOLESALER HAVE SIGNED

Bid 1415-163 Beverage Concession Services - Capital Beverages - Jason Brown Jason.brown@capitalbeverages.com - 2333 Fairview Dr. Carson City, NV 89701 775-882-2122/fax 775-883-2333

Exhibit B - Twisted TEA



KENNY C. GUINN
Governor

DAVID P. PURSELL
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION

1550 E. College Parkway
Suite 115
Carson City, Nevada 89706-7921

Phone: (775) 687-4820 • Fax: (775) 687-6981
In-State Toll Free: 800-992-0900

LAS VEGAS OFFICE
Grant Sawyer Office Building
Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300
Fax: (702) 486-2373

RENO OFFICE
4800 Kietzka Lane
Building D, Suite 283
Reno, Nevada 89502
Phone: (775) 688-1295
Fax: (775) 688-1303

SUPPLIER

Boston Beer Corporation
(Supplier's Firm Name)

No: 3124

(Certificate of Compliance Number)

75 Arlington Street
(Mailing Address)

Boston MA 02116
(City, State, Zip Code)

Pursuant to NRS 369.386, the above named supplier hereby appoints Capital Beverages, Inc
(Nevada Importer/Wholesaler, City - One Location Per Form)
as designee to receive shipments of alcoholic beverages under the following list of brand names:

1. Twisted Tea
2. _____
3. _____
4. _____

(Attach additional sheets if necessary)

I have appointed the following person as resident agent in the State of Nevada upon which any service or process or any notice may be served NRS 369.430. (May be Nevada Importer/Wholesaler.)

Agent's Name: The Corporation Trust Company of Nevada

Agent's Address: 6100 Neil Road Suite 500 Reno NV 89511

I certify I will notify the Department of Taxation, Liquor Tax Section, of any changes regarding this designation.

Date: 3/9/01 Authorized signature: Jason J. Brown
(Supplier)

PLEASE FORWARD TO NEVADA IMPORTER/WHOLESALE AFTER COMPLETING SUPPLIER PORTION

WHOLESALE

Capital Beverage, Inc
(Importer/Wholesaler)

hereby accepts the appointment as designated agent from

Boston Beer Corporation
(Name of Supplier)

to receive the above listed brands per NRS 369.386.

Date: 4/12/01 Authorized signature: Jason Brown
(Nevada Importer/Wholesaler)

PLEASE COMPLETE AND RETURN TO THE DEPARTMENT OF TAXATION AFTER SUPPLIER AND NEVADA IMPORTER/WHOLESALE HAVE SIGNED

1708

Bid 1415-163 - Beverage Concession Services -
Capital Beverages - Jason Brown - Jason.brown@capitalbeverages.com
2333 Fairview Dr. Carson City, NV 89701
775-882/2122 / 775-883-2333

10/99

TOTAL P.02

Exhibit B

Sam Adams Boston
Angry Orchard Beer

1550 E. COLLEGE PARKWAY STE. 115
CARSON CITY NV 89706
(775) 684-2122

LIQUOR WHOLESALER DESIGNATION AND ACCEPTANCE FORM

1. SUPPLIER: Must be the original owner/manufacturer or designated agent (appointment must be attached before submitting this form).

Boston Beer Corporation 04-3537265
(Supplier's Firm Name) (Certificate of Compliance Number)

One Design Center Place, Suite 850 Boston, MA 02210
(Mailing Address) (City, State, Zip Code)

Pursuant to NRS 369.386, the above named supplier hereby appoints Capital Beverages, Inc.
(Nevada Importer/Wholesaler, City - One Location Per Form)
to receive shipments of alcoholic beverages under the following list of brand names:

- 1. Samuel Adams Belgian Session
- 2. Angry Orchard Traditional Dry
- 3. Angry Orchard Crisp Apple
- 4. Angry Orchard Apple Ginger
(Attach additional sheets if necessary)

2. I have appointed the following person as resident agent in the State of Nevada upon which any service or process or any notice may be served pursuant to NRS 369.430. (May be Nevada Importer/Wholesaler.)

Agent's Name: National Registered Agents Inc. of NV

Agent's Address: 1000 East William Street, Suite 204, Carson City, NV 89701

I certify I will notify the Department of Taxation, Liquor Division, of any changes regarding the above appointments.

Date: 1/9/2012 Name in print: Kimberly D. Fernald

Title: Regulatory Affairs Specialist Signature: Kim Fernald
(Supplier)

PLEASE FORWARD TO NEVADA IMPORTER/WHOLESALER AFTER COMPLETING SUPPLIER PORTION AND ATTACHING ALL REQUIRED DOCUMENTATION

3. WHOLESALER:

Capital Beverages, Inc. hereby accepts the appointment from
(Importer/Wholesaler)

Boston Beer Corporation to receive the above listed brands per NRS 369.386.
(Name of Supplier)

Date: 1-9-12 Authorized signature: [Signature]
(Nevada Importer/Wholesaler)

PLEASE COMPLETE AND RETURN TO THE DEPARTMENT OF TAXATION AFTER SUPPLIER AND NEVADA IMPORTER/WHOLESALER HAVE SIGNED

IT OR Bid 1415-163 Beverage Concession Services
Capital Beverages - Jason Brown - Jason.brown@capitalbeverages.com 2/04
2333 Fairview Dr. Carson City NV 89701
775882-2122 / fax 775-883-2333

Bid 1415-143 Beverage Concessions Services
Capital Beverages - Jason Brown - Jason.brown@capitalbeverages.com

Karen 2333 Fairview Dr. Carson City, NV 89701 775-882-2122 / fax 775-883-2333

From: "Cranmer, Mark, BREA, DSD" <Mark.Cranmer@waters.nestle.com>
To: "Karen" <Karen.Stage@capitalbeverages.com>
Sent: Tuesday, May 12, 2015 1:08 PM
Subject: Re: Authorized agents

No actually just landed in Reno I can try to put something together tonight and send to my admin and ask her to print on letterhead and then scan it back to me but your looking at Thursday at the earliest. I am happy to send you an email in the mean time if you think that will help? Or maybe just show them this email ?

Sent from my iPhone

> On May 12, 2015, at 12:46 PM, Karen <Karen.Stage@capitalbeverages.com> wrote:

>

> I hate to be a pest but I was wondering if you have the letter yet?

> I need to get my bid in by tomorrow morning.

> Thanks again.

>

> Cheers,

> Karen Stage

> Administrative Assistant

> Capital Beverages 42709

> Carson City, NV

> (775) 882-2122

> Karen.Stage@capitalbeverages.com

>

>

> ----- Original Message ----- From: "Cranmer, Mark, BREA, DSD" <Mark.Cranmer@waters.nestle.com>

> To: "Karen" <Karen.Stage@capitalbeverages.com>

> Sent: Monday, May 11, 2015 3:39 PM

> Subject: Re: Authorized agents

>

>

> I can create something. Does it need to be on nestle waters letter head? Is this for Nestle Pure life . 5 liter?

>

> Sent from my iPhone

>

>> On May 11, 2015, at 3:31 PM, Karen <Karen.Stage@capitalbeverages.com> wrote:

>>

>> Hi Mark,

>>

>> We are trying to get in the door with Carson City Rec department and they

>> are asking us letter from the manufacturer certifying that we are an

>> authorized representative for Nestle-Arrowhead products.

>>

>> Do you have a letter or something that you can send over stating that we are authorized agents?

>>

>> Thank you for your help.

>>

>> Cheers,

>> Karen Stage

>> Administrative Assistant

>> Capital Beverages 42709

>> Carson City, NV

>> (775) 882-2122

>> Karen.Stage@capitalbeverages.com

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Anheuser-Busch
OF THE ANHEUSER-BUSCH COMPANIES

Todd Pelosi
(314) 577-7835
Fax: (314) 261-2474
e-mail: todd.pelosi@anheuser-busch.com

May 12, 2015

VIA E-MAIL

Kurt R. Brown
Capital Beverages, Inc.
2333 Fairview Dr
Carson City, NV 89701

Re: Anheuser-Busch Products

You are authorized to distribute Anheuser-Busch brands in your assigned territory.

You may provide a copy of this letter to any retailer who needs confirmation that you are authorized to distribute Anheuser-Busch products.

Sincerely,

Todd Pelosi

Todd Pelosi, Director
Business & Wholesaler Development

dlk

cc: Sean Murray

Exhibit B
Anheuser-Busch
Bid 1415-163 - Beverage Concession Services
Capital Beverages Jason Brown Jason.brown@capitalbeverages.com
2333 Fairview Dr.
CARSON CITY, NV 89701
775-882-2122 / fax 775-883-2333

Anheuser-Busch
One Busch Place
St. Louis, MO U.S.A. 63118-1852