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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(Recorder's Cover Sheet)

LEASE AGREEMENT

Preparer information: *(name, address & phone number)*

Chad Sands
3231 Riverpointe Circle NE
Cedar Rapids, IA 52411
319-861-3369

Taxpayer information: *(name & complete address)*

Manchester Lodge No. 165
c/o Gary Reeder, Secretary
304 East Main St.
Manchester, IA 52057

Return Document to: *(name & complete address)*

Manchester Lodge No. 165
c/o Gary Reeder, Secretary
304 East Main St.
Manchester, IA 52057

Grantors:

Franklin Street Brewing Company, LLC

Grantees:

Masonic Building Association

Legal Description is located on page:

Document or instrument number of previously recorded documents:

LEASE AGREEMENT

This Agreement (Lease) is entered into on this 5th day of November, 2012, by and between the Franklin Street Brewing Company, LLC (Owner) and Masonic Building Association (Tenant). Owner is the owner of land and improvements whose address is: 120 South Franklin Street, Manchester, Iowa. Owner makes available the entire second floor for lease (Leased Premises).

Owner desires to lease the Leased Premises to Tenant at no cost for a period up to five (5) years, and Tenant desires to lease the Leased Premises from Owner for the term, and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, it is agreed:

Term

The Initial Term of the Lease shall begin on the 1st day of December, 2012, and shall be renewed annually on that date for up to a period of five (5) years. Tenant shall give notice, as defined herein, Tenant's desire to renew the Lease, annually. Tenant is under no obligation to stay through the five (5) year period. The Lease shall not be renewed past the 1st day of December, 2017.

Rent

Tenant shall pay no rent to Owner during the five (5) year period. Rent shall be zero dollars ($0.00) during the five (5) year period. Any change in Terms shall be agreed upon by both parties.

Utilities

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Owner. In the event that any utility or service provided to the Leased Premises is not separately metered, Owner shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges.

Tenant shall pay such utility charges prior to the due date. Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Owner's reasonable opinion, over load the wiring or interfere with electrical services.

Right of First Refusal

In the event Owner shall receive a bona fide offer for the purchase of the Property at anytime after the date hereof, and before the Expiration Date as defined herein, and the

offer of purchase shall be acceptable to Owner, Owner will not sell the Property or any portion thereof without first offering the Property to Tenant pursuant to this paragraph. Owner shall give Tenant the right to purchase the Property at the price and on the terms of the offer so made. This right shall be extended by Owner giving written notice of the offer by registered mail to Tenant, requiring Tenant to accept the offer in writing and to sign a purchase agreement within forty-five (45) days after the mailing of the notice. In the event that Tenant does not purchase the Property on the terms set forth above, then the Right of First Refusal granted herein shall lapse.

Prohibited Uses

Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Owner's consent.

Repairs

During the Lease term, Owner shall make, at Owner's expense, all reasonable and necessary repairs to the Leased Premises.

Alterations and Improvements

Tenant, at Tenant's expense, shall have the right, upon obtaining Owner's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided there is Owner consent. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Owner. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Property Taxes

Owner shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Owner's personal property, if any, on the Leased

Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

Insurance

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Owner shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Owner shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant and Owner shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the Building with the premiums thereon fully paid on or before due date.

Signs

Following Owner's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Owner may refuse consent to any proposed signage that is in Owner's opinion too large or otherwise inconsistent with or inappropriate to the Leased Premises. Owner shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry

Owner shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Owner shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Damage and Destruction

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Owner to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes,

Owner shall promptly repair such damage at the cost of the Owner. In making the repairs called for in this paragraph, Owner shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Owner. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Quiet Possession

Owner covenants and warrants that upon performance by Tenant of its obligations hereunder, Owner will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Owner:

Franklin Street Brewing Company, LLC
3231 Riverpointe Circle, NE
Cedar Rapids, Iowa 52411

Tenant:

Manchester Lodge # 165
% Gary Reeder
304 E. Main St.
Manchester, IA 52057

Owner and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Successors

The provisions of this Lease shall extend to and be binding upon Owner and Tenant and their respective legal representatives, successors and assigns.

Compliance with Law

Tenant and Owner each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Kyle C. Sands, President, Franklin Street Brewing Company, LLC — 11/5/12
Owner — Date

James H. Willey, Master — 11/5/12
Masonic Building Association — Date
Tenant
James H. Willey, Master
Scott Bishop, Building Committee
SCOTT BISHOP

Subscribed and sworn to before me, a notary public in and for the County of Delaware and State of Iowa, this 5TH day of Nov., 2012.

GARY D. REEDER
Commission Number 125009
My Comm. Exp. 7-1-2013

Notary Public Gary D. Reeder

My appointment expires: 7-1-2013