

Exhibit 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between BLACKLIST BEER LLC, a Minnesota limited liability company ("Blacklist") and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota ("City").

The parties acknowledge the following:

1. City owns property located on East Superior Street in downtown Duluth that is legally described as the West ½ of Lot 40, Block 1, Central Division of Duluth, St. Louis County, Minnesota (the "Licensed Property"). The Licensed Property contains an elevated wooden walkway used by the public to travel between Superior Street and Gichi-ode' Akiing (Lake Place Park) (the "Walkway"). Below the Walkway, on the Michigan Street level, is a vacant, fenced-in area.

2. Blacklist has leased the building located immediately to the west of the Licensed Property with the intention of operating a brewery and taproom in the leased space.

3. Blacklist has asked City for permission to install a chiller relating to its brewery operations (the "Chiller") on the Licensed Property, to be located on the Michigan Street level, directly below the Walkway. The Chiller is approximately 50" wide, 74" long and 76" high.

4. Blacklist and City desire to enter into this Agreement to allow Blacklist to use portions of the Licensed Property for the limited purposes set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

A. THE LICENSE.

1. Subject to the terms and conditions set forth herein, City grants to Blacklist a revocable, non-exclusive license to use portions of the Licensed Property. Blacklist may use the Licensed Property only for the express purposes permitted by this Agreement and for no other purposes. Blacklist may not use the Licensed Property for storage of equipment or materials except as expressly permitted by this Agreement. Blacklist may not allow customers to use the Licensed Property. Blacklist may not allow its employees or agents to use the Licensed Property, except as may be necessary for installation and maintenance of the Licensed Property, the Chiller, or the Security Equipment (defined below) as expressly permitted by this Agreement.

2. Blacklist shall construct a concrete pad (or similar structure) (the "Pad") on the Michigan Street level of the Licensed Property only after obtaining the advance,

written approval of City's Property and Facilities Manager or their designee (the "PFM Manager") of the plans and specifications for the Pad (including location) and the screening that will surround the Chiller (which screening must comply with applicable law, including but not limited to City's Uniform Development Code). Blacklist shall not begin construction of the Pad or installation of the Chiller until it has received the required written approval of the PFM Manager, which approval may be granted or withheld in the PFM Manager's sole discretion. The construction of the Pad and installation of screening around the Chiller must be according to the City-approved plans and specifications. Upon completion of construction of the Pad and installation of screening in accordance with the plans and specifications, Blacklist may install the Chiller.

3. Blacklist may, but shall not be required to, install lighting fixtures and/or security cameras (collectively, the "Security Equipment") on the Licensed Property. Prior to each installation, Blacklist shall request the written approval of the PFM Manager as to the plans and specifications for the Security Equipment, which approval may be granted or withheld in the PFM Manager's sole discretion. Blacklist may not install the Security Equipment until it has received the approval of the PFM Manager for the plans and specifications for the Security Equipment.

4. Blacklist acknowledges that (i) the Licensed Property is a multi-use property that requires the cooperation of all users and coordination of activities; (ii) the primary use of the Licensed Property is as a walkway connecting Superior Street and Gichi-ode' Akiing (Lake Place Park); (iii) Blacklist's use of the Licensed Property is subordinate to City's and the public's use and shall in no way impede City's or the public's use of the Licensed Property; and (iv) City's snow removal and maintenance activities on the Walkway may cause snow, ice, sand, or other debris to be pushed off the Walkway and onto the Licensed Property.

B. TERM OF THE AGREEMENT. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on November 9, 2021, and shall continue through October 31, 2031, unless earlier terminated (the "Term").

C. TERMINATION.

1. City may unilaterally terminate or suspend this Agreement immediately if City determines Blacklist has or is violating any term of this Agreement. City shall provide Blacklist with written notice of such violation and shall allow Blacklist seven (7) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of City within seven (7) days (or such longer period as might be provided by City), then City may terminate this Agreement immediately by serving written notice to Blacklist. In the event of a violation of this Agreement by Blacklist, City, in addition to other rights or remedies it may have, shall have the immediate right of to enter the Licensed Property and may remove all persons and property from the Licensed Property. City may, in addition to any other remedy it may have, recover from Blacklist all damages incurred by reason of any

violation of this Agreement, including the cost of recovering the Licensed Property and for attorney's fees.

2. Either party may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to the other party.

3. City may terminate this Agreement immediately on written notice to Blacklist if City believes in good faith that the health, welfare, or safety of the Licensed Property, or occupants, guests or neighbors would be placed in immediate jeopardy by the continuation of Blacklist's use of the Licensed Property. In the event of an immediate termination, Blacklist shall have fifteen (15) days to remove its personal property and fixtures from the Licensed Property.

4. At the termination of this Agreement for any reason Blacklist shall restore the Licensed Property to its original condition at the time Blacklist took possession of the Licensed Property and remove all equipment and property, or, upon demand and at City's sole option, pay to City the reasonable costs incurred by City to repair any damage and/or remove all equipment and property from the Licensed Property owned or installed by Blacklist, its employees, servants, agents, contractors, invitees, tenants and licensees.

5. At the termination of this Agreement for any reason, City shall not be responsible for any of Blacklist's costs or expenses, including but not limited to costs associated with the removal or relocation of the Chiller.

D. LICENSE FEE. Blacklist shall pay a yearly license fee of \$1,500.00 (the "Fee"), which may be paid on a prorated monthly basis, in advance. Starting at the beginning of the sixth year of this Agreement, the Fee shall increase to \$1,750.00 per year. The funds received pursuant to this Agreement shall be deposited into Fund 110, Public Administration 121, Property and Facilities Management 1222, Rent for Land 4623. The Fee shall not be returned to Blacklist or prorated in the event this Agreement is terminated for any reason, at any time.

E. KEYS AND ACCESS TO LICENSED PROPERTY.

1. City, and/or its designees, shall have unlimited access to the Licensed Property. Blacklist shall not change the locks or otherwise prohibit or inhibit City's access to any portion of the Licensed Property.

2. City's Property and Facilities Manager (the "PFM Manager") shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. Blacklist shall comply with City's Key Control Policy, a copy of which shall be provided to Blacklist, which is subject to unilateral change by City at any time.

3. Blacklist shall not make copies of the Licensed Property' keys or access cards. All keys and access cards shall be promptly returned to City upon termination or expiration of this Agreement.

G. CITY WARRANTY. City makes no representation that the Licensed Property is suitable for any particular purpose or specific uses and Blacklist accepts the Licensed Property in "as is" condition without representations or warranties of any kind.

H. BLACKLIST RESPONSIBILITIES. Blacklist shall, at its own expense:

1. Maintain the Licensed Property in a clean and orderly condition and use best efforts to minimize or eliminate, to the extent practical, any damage to the Licensed Property. Blacklist shall collect and remove all paper, garbage, and other debris generated from its activities on the Licensed Property.

2. Contract and pay for utilities, including installation and hook-up charges, needed to serve the Chiller and the Security Equipment or otherwise used in Blacklist's use of the Licensed Property.

3. Promptly notify City of any public safety issues relating to the Licensed Property or the Walkway.

4. Procure and maintain all licenses and permits necessary for carrying out the provisions of this Agreement.

5. Maintain Blacklist's equipment in a safe, legal, and properly maintained manner. Blacklist shall not use any unsafe, illegal, or deficient equipment on the Licensed Property.

6. Be solely responsible for any losses or damages caused by Blacklist, including its employees, agents, volunteers, or program participants, to the Licensed Property, or to any personal property owned by City. Blacklist shall pay to City upon demand the reasonable costs incurred by City to repair any damage done to the Licensed Property or the Walkway by Blacklist, its employees, guests, servants, agents, contractors, invitees, and licensees.

7. Be solely responsible for (and repair/replace, as needed) damage, theft, and/or vandalism of Blacklist's personal property, equipment, tools, and machinery.

8. Follow all established written and unwritten policies, procedures, and instructions of City regarding the Licensed Property. Blacklist shall immediately report any safety or security issues or concerns to City's Police Department and the PFM Manager.

9. Notify City in writing of any incident of injury or loss or damage to the property of City or any of Blacklist's employees or invitees occurring within the Licensed

Property. Such written report shall be in a form acceptable to City's Claims Investigator and Adjuster. A copy of City's current form of Incident Report is attached as Exhibit A.

10. Not make any alterations or improvements to the Licensed Property that are not herein described without the prior written consent of City and then only upon the terms and conditions which may be imposed by City.

I. CITY RESPONSIBILITIES. City may, in its sole discretion, undertake routine maintenance and/or major repairs to the Licensed Property and/or fixtures. City shall have no obligation to undertake any repair requested by Blacklist and shall not be responsible for any damage to Blacklist's property due to failure to perform maintenance at the Licensed Property. City shall not be responsible for the security of the Licensed Property or any damage to property due to vandalism or any other cause, including but not limited to damage caused by City's activities on or in relation to the Walkway.

J. HOLD HARMLESS. Blacklist agrees to indemnify, save harmless, and defend City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of City or Blacklist, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Blacklist arising out of, related to or associated with the use or maintenance of the Licensed Property by Blacklist or in its performance of its obligations under this Agreement.

K. INSURANCE. Blacklist shall maintain such insurance coverage as will protect City against risk of loss or damage to the Licensed Property and against claims which may arise or result from the use of the Licensed Property during the Term. Blacklist shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of Minnesota and licensed to do business in Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the obligations set forth herein, and products – completed operations. Blacklist shall provide City with Certificate(s) of Insurance evidencing the required insurance coverage, with 30-day notice of cancellation, non-renewal, or material change provisions included. City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect Blacklist's interests and liabilities. The required insurance policies and certificates shall be in form acceptable to the City Attorney and shall name City as an additional insured. City reserves the right to require Blacklist to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Blacklist or Blacklist personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. Blacklist and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Blacklist's employees or agents while so engaged, shall in no way be the responsibility of City.

M. ASSIGNMENT. Blacklist shall not in any way assign or transfer its rights or interests under this Agreement or subcontract with any other party without the prior written consent of City.

N. LAWS, RULES AND REGULATIONS. Blacklist shall conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. Blacklist shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination. Blacklist shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed for the Warming Center.

O. WAIVER. The waiver by City or Blacklist of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

P. NO THIRD PARTY RIGHTS. This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

Q. NOTICES. Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to Blacklist Beer LLC, Attn: Tyler Kocon, 120 E. Superior St., Duluth, MN 55802, and to City of Duluth, Attn: Property and Facilities Manager, 1532 W. Michigan Street, Duluth, Minnesota 55806, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

R. COMPLIANCE WITH AGREEMENT. The right of Blacklist to use the Licensed Property is subject to Blacklist's compliance with the undertakings, provisions, covenants, and conditions herein.

S. APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

T. AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed by the authorized individuals of each party.

U. AUTHORITY TO EXECUTE AGREEMENT. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

V. DATA PRACTICES. Blacklist shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Blacklist under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by Blacklist. If Blacklist receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Blacklist must immediately notify City and consult with City as to how Blacklist should respond to the request. Blacklist agrees to hold City, its officers, and employees harmless from any claims resulting from Blacklist's unlawful disclosure or use of data protected under state and federal laws.

W. ALCOHOL, TOBACCO, AND DRUG USE. There shall be no smoking, vaping, or use of alcohol, tobacco, or e-cigarette products or illegal drugs whatsoever in the Licensed Property or as otherwise prohibited by state or local laws.

X. TAXES. Blacklist shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Blacklist's use of the Licensed Property, including real property and sales taxes, if applicable. City may pay the same on behalf of Blacklist and immediately collect the same from Blacklist, or reduce any amount owed to Blacklist by City under this Agreement. Blacklist shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

Y. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes and completely replaces all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. There are no representations, warranties or stipulations, either oral or written, not herein contained.

Z. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH, MINNESOTA

BLACKLIST BEER LLC, a Minnesota limited liability company

By: _____
Mayor

DocuSigned by:
Tyler Kocon
By: _____
Tyler Kocon

Printed Name: _____

ATTEST:

City Clerk

Title: Managing Member/Co-Owner

Dated: 10/19/2021

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

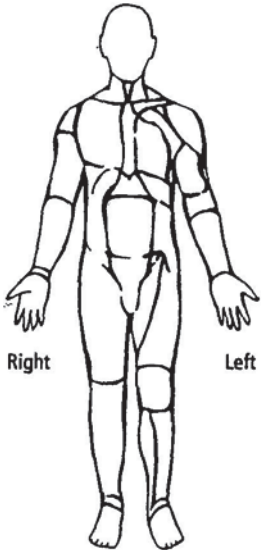
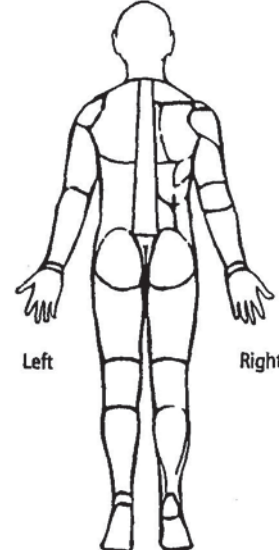
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
			Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____
RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	
Names and phone numbers of witnesses:		
Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A		
Supervisor comments:		
What actions have been taken to prevent recurrence?		

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>				
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #:		
City vehicle, property, or equipment involved	Description:			
	Vehicle #:	Make/Model:	Year:	
	Describe damage:			
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____	Year: _____
	Describe damage:			
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph	
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____	
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____