

When Recorded, Return to:

Joanna Lippman Salinas
Fletcher, Farley, Shipman & Salinas, LLP
1717 West 6th Street, Suite 300
Austin, TX 78703

DATE: June 7, 2016

OWNER: ATLAS/ZIMMERMAN FAMILY LLC & THE YARD HOLDINGS LLC,
as tenants-in-common

OWNER MAILING ADDRESS: 1601 E. 5th Street, Suite 18
Austin, TX 78702

TENANT: STILL AUSTIN DISTILLERY, LLC

TENANT MAILING ADDRESS: 1717 West 6th Street, Suite 300
Austin, TX 78703

CONSIDERATION: Ten and xx/100 Dollars (\$10.00) and other good and valuable
consideration, the sufficiency and receipt of which is hereby
acknowledged.

PREMISES: Lot 1, St. Elmo Warehouse Addition, a subdivision of record in
Volume 58, page 18 of the Plat Records of Travis County on
which the Restricted Property is located.

RESTRICTED PROPERTY: A 0.167 Acre portion of the Premises (Lot 1, St. Elmo
Warehouse Addition, a subdivision of record in Volume 58, page
18 of the Plat Records of Travis County) described more fully in
Chaparral Professional Land Surveying, Inc. Surveying and
Mapping for 0.167 acres, attached hereto as Exhibit A.

NEIGHBORHOOD ASSOCIATION
AND BENEFICIARY: SOUTH CONGRESS COMBINED CONTACT TEAM

BENEFICIARY MAILING ADDRESS: Michael Kossam
5100 Suburban Dr.
Austin, Texas 78745

ATLAS/ZIMMERMAN FAMILY LLC & THE YARD HOLDINGS LLC, as tenants-in-common, STILL AUSTIN DISTILLERY, LLC ("Tenant"), and SOUTH CONGRESS COMBINED CONTACT TEAM, a registered Austin neighborhood organization ("Beneficiary"), hereby agree to the following restrictions and terms described below:

In exchange for Beneficiary's support of rezoning case City of Austin #C14-2016-0024, Future Land Use Map (FLUM) change #NPA-2016-0020.01, and the use of the Restricted Property for the on-site sale and consumption of alcohol, Owner and Tenant agree that, following approval of the rezoning, FLUM change cases, and conditional use by the Austin City Council, they will implement the following restrictive covenants running with the land:

1. The parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of Beneficiary or Beneficiary's successor and create burdens on the Restricted Property described above.
2. The parties agree that Cocktail lounge use is permitted on the Restricted Property, but it is limited to a sales and tasting room associated with a distillery located on the Premises.
3. The parties agree that wholesale and retail sale of alcoholic beverages is permitted on the Restricted Property, but shall be limited to the sale of alcoholic beverages manufactured or produced by, through or for the distillery located on the Premises.
4. The parties agree that bottles of packaged alcohol products can be purchased at the Restricted Property, but the packaged products shall not be consumed on the Restricted Property.
5. The parties agree that amplified outdoor music is prohibited on the Restricted Property before 10 a.m. any day of the week, after 10:30 p.m. Sunday through Thursday, and after 12:00 a.m. Friday or Saturday, but is permitted at all other times.
6. The parties agree that the Restricted Property shall be limited to no more than twenty four (24) events that require a City of Austin Temporary Sound Permit for the Restricted Property per 12-month period.
7. The parties agree that security personnel or devices shall be provided by the Tenant occupying the Restricted Property, at the sole cost and expense of Tenant, during the hours that the distillery on the Premises is open to the public.
8. If any person or entity shall violate or attempt to violate these Restrictive Covenants, Beneficiary, or its successor organization, will have standing and may pursue legal proceedings in law or in equity against such person or entity violating or attempting to violate these Restrictive Covenants.
9. The parties agree that if a party institutes legal proceedings to enforce its rights hereunder, then the prevailing party is entitled to recover reasonable legal fees and court costs upon final determination by a court of competent jurisdiction from the non-prevailing party.

10. If any part of the Restrictive Covenants is declared invalid or void, by judgment or court order, the same shall in no way affect any of the other provisions of these Restrictive Covenants, and such remaining provisions of these Restrictive Covenants shall remain in full force and effect.
11. The Restrictive Covenants may only be modified, amended or terminated by joint action of the Beneficiary or its successor organization and Owner, except as outlined in Item 12.
12. The parties agree that in the event that the Restricted Property is rezoned or restricted so as to eliminate the ability to have Cocktail Lounge use on the Restricted Property, the restrictive covenants herein automatically terminate and do not require any action of the Beneficiary or its successor organization, Tenant or Owner.
13. These Restrictive Covenants are a private agreement among the parties hereto and no third party beneficiaries are intended. No third party, other than Beneficiary or its successors, Tenant or Owner may enforce these Restrictive Covenants. Beneficiary may assign its rights hereunder to a future neighborhood association recognized by the City of Austin.

THE YARD HOLDINGS, LLC

As of June 15, 2016.By: [Signature]
Brian Schoenbaum, Manager

As tenants-in-common

State of Texas §
County of Travis §

Before me, Bathsheba Turner, Notary Public, on this day personally appeared Brian Schoenbaum, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on June 15, 2016.Bathsheba Turner
Notary PublicAs of June 15, 2016.By: [Signature]
Authorized Representative of Tenant
Still Austin Distillery, LLCState of Texas §
County of Travis §

Before me, Bathsheba Turner, Notary Public, on this day personally appeared Christopher Seals, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on June 15, 2016.Bathsheba Turner
Notary Public

IN WITNESS WHEREOF, Owner, Tenant and Beneficiary have executed these Restrictive Covenants:

As of June 16, 2016.

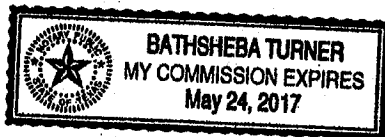
Michael E. Fossum

By: MICHAEL E. FOSSUM
Authorized Representative of South Congress Combined
Contact Team

State of Texas §
County of Travis §

Before me Bathsheba Turner, Notary Public, on this day personally appeared Michael E. Fossum, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on June 16, 2016.



Bathsheba Turner
Notary Public

ATLAS/ZIMMERMAN FAMILY, LLC

As of June 15, 2016.

By: Abe Zimmerman
Abe Zimmerman, Manager

By Adam Zimmerman
Adam Zimmerman

State of Texas §
County of Travis §

Before me Bathsheba Turner, Notary Public, on this day personally appeared Abe Zimmerman, known to me to personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on June 15, 2016.



Bathsheba Turner
Notary Public

IN WITNESS WHEREOF, Owner, Tenant and Beneficiary have executed these Restrictive Covenants:

As of June _____, 2016.

By: _____
Authorized Representative of South Congress Combined
Contact Team

State of Texas §
County of Travis §

Before me _____, Notary Public, on this day personally appeared
_____, known to me to personally to be the person whose name is subscribed
to the foregoing instrument and acknowledged that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office on _____, 2016.

Notary Public

ATLAS/ZIMMERMAN FAMILY, LLC

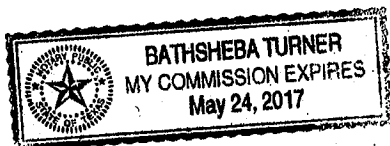
As of June 15, 2016.

By: _____
Adam Zimmerman, Manager

State of Texas §
County of Travis §

Before me Bathsheba Turner, Notary Public, on this day personally appeared
Adam Zimmerman, known to me to personally to be the person whose name is subscribed
to the foregoing instrument and acknowledged that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office on June 15, 2016.



Bathsheba Turner
Notary Public