# Exhibit 1

Glazer's Family of Companies

Scanned number of pages 15
Vendor Number: 10612 Vendor Name: The Great Lakes Brewing Co.

Circle State: TX LA AR IA OK MO (OH) KS IL AZ

By state only _____ (if by market, circle each market below)

| **Texas** | Odessa | **Iowa** | | **Missouri** |
|---|---|---|---|---|
| Abilene | San Angelo | Des Moines | | Columbia |
| Amarillo | San Antonio | Sioux City | | Kansas City |
| Austin | Waco | | | Springfield |
| Corpus Christi | | | **Louisiana** | St Louis |
| Dallas | | | Baton Rouge | |
| El Paso | **Ohio** | | Lafayette | **Arkansas** |
| Houston | Cleveland | | Monroe | **Oklahoma** |
| Longview | Columbus | | New Orleans | |
| McAllen | | | Shreveport | |

| Product Type (circle) | | Contract Type (circle) | Contract Dates | |
|---|---|---|---|---|
| Beer | Advertising Only | Contract | Active | Inactive |
| Wine | Support only | Performance standards | Signed | 5/4/106 |
| Spirits | Advertising and support both | Amendment/addition | Start date | 9/14/06 |
| Non Alc | Other | Letter | End date | 12/31/2100 |

Notes: original term - 2yr, auto renewal

Main products listed: Blackout Stout & other Beer

**SALES & DISTRIBUTION AGREEMENT**
**between**
**THE GREAT LAKES BREWING COMPANY**
**and**
**Glazer's Distributors of Ohio**

The Great Lakes Brewing Company ("GLBC"), an Ohio corporation with its principal place of business at 2516 Market Street, Cleveland, Ohio, and **Glazer's Distributors of Ohio, Inc.** ("Wholesaler" **Glazer's** , a licensed distribution company organized under the laws of the state of **Ohio** with its principle place of business at **4800 Poth Rd, Columbus, Ohio 43212** , agree to the following reasonable and material terms and conditions: JR

1. TERM

This Agreement becomes effective on **September 14, 2006** and shall continue in force for two years (the "Initial Term"), or until terminated in accordance with section 10 below. At the end of the Initial Term, this Agreement shall automatically renew for additional terms of one year each (each a "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement by providing the other with written notice of non-renewal not less than 60 days prior to end of the Initial Term or any Renewal Term.

2. APPOINTMENT

a. GLBC appoints Wholesaler as its exclusive distributor only in the territory described in attached Policy Manual (the "Territory"), and only as distributor for those malt beverages listed in the Policy Manual (the "Products"). Wholesaler accepts this appointment. Unless GLBC has granted its prior written approval, Wholesaler shall not sell or supply Products to any person located outside the Territory, nor to any person that Wholesaler has reason to believe will sell or supply Products to any person located outside the Territory.

b. The forgoing appointment extends only to retailers located in the Territory selling malt beverages only to consumers ("retailers"). Unless GLBC has granted its prior written approval, Wholesaler has no right to sell or supply Products to any foreign-bound carrier, branch or instrumentality of the United States armed forces, e-commerce marketer, duty-free store or ship chandler within the Territory. GLBC reserves the exclusive right to sell to such persons directly or through agents or designees.

c. This Agreement extends only to malt beverages, and only to the Products. Should GLBC introduce any malt beverage other than the Products into the Territory, it may offer such products to Wholesaler but is not obligated to do so. Should Wholesaler accept an offer to purchase a new malt beverage from GLBC, then unless otherwise agreed, that malt beverage shall be added to the Products covered by this Agreement as if it were listed in the Policy Manual.

3. THE PARTIES' RELATIONSHIP

a. The parties are and shall remain independent businesses. This Agreement establishes a relationship for the sale of goods and the provision of certain services, and does not create a joint venture, partnership, fiduciary relationship, franchise or general agency relationship.

b. GLBC remains free to manage its business as its sees fit. These rights include the right to: (i) package and label the Products; (ii) establish prices, shipping instructions and other sales terms; (iii) extend or decline credit; (iv) produce or discontinue any particular brand or package of the Products; and (v) withdraw any or all particular brands or packages of the Products from the Territory.

c. Wholesaler remains free to manage its business as its sees fit. These rights include the right to: (i) establish resale prices for the Products; (ii) distribute other brands of malt beverage; and (iii) hire and fire its employees. Notwithstanding the forgoing, any action that materially affects Wholesaler's ability to fulfil its obligations under this Agreement may provide grounds for GLBC to terminate this Agreement under paragraphs 10(b) and 10(c).

d. Each party must protect Confidential Information provided to it during the course of fulfilling its obligations under this Agreement. "Confidential Information" includes all reports submitted under paragraph 8(e) and all information designated by either party as "confidential." A party may not reveal Confidential Information provided to it by the other party except: (i) as expressly required by law; (ii) as necessary to enforce the terms of this Agreement; (iii) as necessary to advise the parties' respective legal, accounting and financial advisors; (iv) with the express written consent of the other party; and (v) where the Confidential Information in question is or has become generally known other than by disclosure by the party receiving the Confidential Information under this Agreement.

4. POLICY MANUAL & BUSINESS PLAN

a. As referenced elsewhere in this Agreement, GLBC has provided Wholesaler with a Policy Manual containing reasonable instructions on certain policies and procedures that remain subject to change or that may vary between distributors, such as credit terms, ordering, stock rotation and the like. The Policy Manual is attached to this Agreement. The requirements of the Policy Manual are material terms of this Agreement.

b. GLBC may periodically propose changes to the Policy Manual by notifying Wholesaler in writing of the proposed change. Wholesaler accepts proposed changes by either: (i) notifying GLBC that it accepts the change; or (ii) failing to object in writing to any proposed change within 30 days of receiving the proposal.

c. Prior to the beginning of each calendar year in which this Agreement may be in force, the parties shall confer for the purpose of establishing a Business Plan to guide their marketing and sales of the Products during the upcoming calendar year. Upon the completion of good faith negotiations, the parties shall reduce the Business Plan to writing. The Business Plan shall include goals for sales, distribution, and mutually-agreed upon spending for the upcoming year. In calculating progress towards sales goals, the parties shall count all depletions (meaning actual delivered sales to retailers, net any discounts, returns and the like) as reported to GLBC in accordance with paragraph 8(e). In calculating progress towards distribution goals, the parties shall count '**90 Day Distribution Reports** . Upon the parties' agreement to the Business Plan, the Business Plan becomes a material term of this Agreement. If the parties can not agree to goals for the upcoming calendar year, then the goals shall be:

i. Sales goals shall equal the Wholesaler's sales of the Products during the prior year plus Wholesaler's sales of the Products during the prior year multiplied by the percentage of growth experienced by the Products in those markets designated as comparable markets to the Territory in the Policy Manual. By way of example only, if Wholesaler's sales of Products during the prior year (net discounts, returns and the like) totaled $100,000, and the GLBC average sales increase in comparable markets equaled 10%, then the sales goals for the year in question would be $110,000 ($100,000 plus $100,000 times .10).

ii. Depletion goals shall equal the number of distribution points held during the month in the prior calendar year during which Wholesaler obtained the maximum distribution of the Products during the prior calendar year.

5. TERMS OF SALE

a. Wholesaler must place all orders for Products in accordance with the procedures outlined in the Policy Manual. All orders are subject to GLBC's acceptance.

b. Wholesaler must pay for Products according to the prices established by GLBC and in effect on the date of shipment, and according to the procedures established in the Policy Manual. GLBC may initiate a price change at any time by providing Wholesaler with at least 30 days notice of a change in price. GLBC may require payment by electronic funds transfer.

c. Where permitted by applicable law, GLBC may sell Products to Wholesaler on credit, but GLBC retains the right to change credit terms or deny the extension of credit to Wholesaler and nothing obligates GLBC to extend credit to Wholesaler or to assist Wholesaler in securing credit. The Policy Manual sets forth the credit terms, if any, extended to Wholesaler. Upon a reasonable request by GLBC, Wholesaler must provide GLBC with financial information in order to permit GLBC to evaluate Wholesaler's credit worthiness. GLBC retains a security interest in Products delivered to Wholesaler until GLBC receives full payment of all monies owed to GLBC. Upon GLBC's request, Wholesaler must execute all documents reasonable or necessary to perfect GLBC's security interest.

d. All sales by GLBC to Wholesaler are shipped FOB the brewery dock, Cleveland, Ohio. Title and risk of loss pass to Wholesaler at that location. The Policy Manual establishes the procedures for shipping and pick ups.

e. All kegs, dispensing valves, pallets and durable shipping and dispensing equipment (collectively "Cooperage") shipped to Wholesaler remain the property of GLBC or its designee. Wholesaler must promptly return all Cooperage to GLBC or its designee in good condition and in accordance with the Policy Manual. Wholesaler must submit to GLBC or its designee a deposit on all Cooperage shipped to Wholesaler, and Wholesaler must pay for Cooperage that remains unaccounted for a period of one year or more.

f. Wholesaler must submit all billbacks, promotional allowances and similar charges to GLBC for approval and in accordance with the Policy Manual. In no event shall Wholesaler attempt to billback, invoice or otherwise charge GLBC by deducting amounts allegedly owed to Wholesaler from amounts Wholesaler owes GLBC.

6. TRADEMARKS

a. Wholesaler agrees that the trademarks, trade names, brand names, labels and designs used by GLBC on bottles, packages, promotional material and other goods that GLBC supplies to Wholesaler (collectively the "Trade Designations") are not the property of Wholesaler and remain the exclusive property of GLBC. Wholesaler acquires no property interest or ownership in the Trade Designations by virtue of this Agreement, and Wholesaler agrees not to claim any rights in the Trade Designations and not to interfere with GLBC's rights in the Trade Designations. GLBC has the exclusive right, at any time, to change or modify the Trade Designations.

b. GLBC grants Wholesaler a non-exclusive, non-assignable, non-licensable privilege to use Trade Designations only in a lawful manner and in connection with the distribution, advertising, display and sale of the Products. This privilege terminates upon the expiration or termination of this Agreement.

c. Wholesaler agrees to use Trade Designations only as approved by GLBC and, at GLBC's request, will change or discontinue the way it uses any Trade Designations. This obligation includes but is not limited to seeking GLBC's approval of any signage produced by Wholesaler or its agents that bear the Trade Designations using banner machines and similar equipment.

d. Wholesaler must protect GLBC's interest in the Trade Designations and must refrain from taking any action that could damage GLBC's interest in and the goodwill associated with the Trade Designations. This obligation includes, without limitation, diligent efforts to: (i) prevent Products bearing expired code dates ("Overage Products") from reaching retailers or consumers; (ii) retrieve overage Products from retail locations; (iii) properly clean and maintain draft lines and other dispensing equipment; and (iv) fill retailer orders on a timely, consistent basis in order to prevent out-of-stock situations.

7. GLBC'S RESPONSIBILITIES

a. GLBC must use diligent efforts to supply Wholesaler with sufficient quantities of Products to meet Wholesaler's reasonable needs in the Territory. If a shortage of any of the Products occurs, GLBC must allocate existing supplies among its distributors in an equitable manner.

b. GLBC warrants that Products sold to Wholesaler are merchantable and fit for their intended purpose. GLBC MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND IS NOT RESPONSIBLE FOR DAMAGE TO OR CONTAMINATION OF PRODUCTS AFTER THEIR DELIVERY TO WHOLESALER.

c. GLBC must repurchase at Wholesaler's Laid-in Cost any Products that it deems not merchantable or unfit for their intended purposes where the condition rendering such Products not merchantable or unfit results from either the manufacture or packaging of the Products or the mis-handling of the Products by GLBC before their delivery to Wholesaler. "Laid-in Cost" means the aggregate of: (i) the amount paid by Wholesaler to GLBC for Products; (ii) Wholesaler's cost of transporting those Products; and (iii) any taxes and duties paid by Wholesaler in connection with its purchase of those Products.

d. GLBC must label and pack all products sold to Wholesaler in accordance with the laws, regulations and policies applicable to the labeling and packing malt beverages in the Territory, including the regulations and rulings of the Alcohol & Tobacco Tax & Trade Bureau ("TTB") or its successor. Wholesaler must notify GLBC of any changes in state and local laws, regulations and policies affecting the labeling and packing of the Products.

e. GLBC must prepare all shipments of Products to Wholesaler in a manner suitable for overland transportation and in accordance with good industry practice.

f. GLBC must provide Wholesaler with reasonable amounts of point-of-sale promotional materials ("POS") to enable the Products to compete with comparable brands of domestic specialty beers. GLBC may require Wholesaler to pay for or contribute to the cost of large POS items (*i.e.*, tap handles and neon signs).

g. GLBC must pay all federal excise taxes on the Products and include this payment in the prices charged by GLBC to Wholesaler. Wholesaler must pay any and all other taxes and duties that may be assessed or imposed on Products in Wholesaler's possession.

8. WHOLESALER'S RESPONSABILITIES

a. Wholesaler must use diligent efforts to market, promote and sell Products in the Territory. Wholesaler remains free to choose the precise marketing methods employed in fulfilling this obligation. Nevertheless, Wholesaler shall at all times ensure that its efforts include the following:

i. Meeting or exceeding the sales goals and distribution goals established in the current Business Plan or, if the parties do not agree to goals, in accordance with paragraph 4(c)(i)-(ii).

ii. Contributing promotional spending towards the promotion of the Products as agreed to in the current Business Plan.

iii. Responding to retailer orders for Products with promptness and courtesy.

iv. Ensuring that its entire sales force is and remains knowledgeable about GLBC and the Products, and are kept fully informed of promotional, incentive and other programs offered by GLBC.

v. Placing and installing GLBC POS and other promotional materials in conspicuous places at retailers carrying Products.

vi. Making its sales force available to GLBC personnel following reasonable requests to conduct ride-ons, hold product education seminars and engage in similar activities.

vii. Informing GLBC of particular promotional events for domestic specialty beers in the Territory (*e.g.*, beer festivals, food festivals, beer tastings) and cooperating with GLBC requests to participate in such events.

viii. Refraining from any action that would cause retailers to replace Products with competing brands.

b. Wholesaler must use diligent efforts to maintain a sufficient inventory of Products to ensure that it can promptly fill all reasonably anticipated retailer orders. Without limiting the forgoing, Wholesaler must maintain a minimum of ten days inventory of all SKUs of the Products (with the exception of seasonal products not in season).

c. Wholesaler must use diligent efforts to ensure that Products sold to retailers and consumers comply with GLBC's quality control standards. Such actions include following any reasonable GLBC instructions regarding the handling, storage and presentation of the Products and must include, without limitation:

i. Observing GLBC's code-date requirements and selling Products solely on an oldest code-date-first basis, unless GLBC otherwise approves in writing. The Policy Manual explains GLBC's code-date system and the shelf life of the Products.

ii. Inspecting and cleaning all dispensing equipment (draft lines, taps, etc.) on a regular basis and in accordance with the Policy Manual.

iii. Preventing Overage Products from reaching consumers, retrieving Overage Products from retail locations, replacing Overage Products with fresh Products at no cost to the retailer, and promptly destroying any damaged or Overage Products. The Policy Manual allocates the financial responsibility for damaged and Overage Products.

iv. At all times storing all Products in a temperature-controlled environment in accordance with the Policy Manual.

v. Promptly bringing to the attention of GLBC any quality problems with Products that could reasonably affect the sales, reputation, or good will of GLBC or the Products. Wholesaler must cooperate with GLBC in remedying any problems, including the recall, removal and destruction of affected Products.

d. Wholesaler must comply with all applicable laws, regulations and orders applicable to the sale of the Products, including but not limited to: (i) maintaining all permits and licenses necessary to distribute Products in the Territory; and (ii) selling Products only to retailers to whom Wholesaler is licensed to sell.

e. Wholesaler must maintain complete and accurate records by SKU that reflect: (i) sales information at the retail account level and in summary form; (ii) account information; (iii) distribution information at the retail account level and in summary form; (iv) inventory, in-transit and forecast information; and (v) front-line, promotional, and retail pricing of the Products. Wholesaler must submit to GLBC monthly depletion reports in the manner and form set forth in the Policy Manual. GLBC reserves the right to audit all such records and to receive other reports from Wholesaler upon reasonable request. The parties must treat the records listed in this paragraph as Confidential Information.

9. OWNERSHIP CHANGES & ASSIGNMENTS

a. Wholesaler must obtain GLBC's prior written consent to any change in the ownership of Wholesaler (an "Ownership Change"), including: (i) any sale or transfer of more than 20% of the outstanding voting shares in Wholesaler or a change in partnership interests representing more than 20% of the business; (ii) any change, whether by one transaction or a series of transactions, having the practical effect of changing or transferring the power to determine Wholesaler's business policies; (iii) a sale of all or a significant portion of Wholesaler's assets; or (iv) a change that would require Wholesaler's notification to TTB of a change in ownership under the provisions of 27 C.F.R. § 1.42 or a successor regulation.

b. Notwithstanding paragraph 9(a), Wholesaler may effect an Ownership Change without GLBC's prior written consent if: (i) the new owner(s) is a spouse, child, grandchild, parent, brother or sister of a deceased individual that owned an interest in Wholesaler; (ii) Wholesaler had designated the new owner(s) in a written successorship plan disclosed to GLBC; and (iii) Wholesaler promptly notifies GLBC of the Ownership Change.

c. Wholesaler must obtain GLBC's prior written consent to any transfer, sale or assignment of this Agreement (an "Assignment") or any rights or obligations that arise from it.

d. GLBC must not unreasonably withhold its consent to an Ownership Change or Assignment (except an assignment to a subdistributor) and shall be guided in its decision by its reasonable business judgment. In seeking GLBC's consent to a proposed Ownership Change or Assignment, Wholesaler must provided GLBC with all information reasonably requested in order evaluate the proposed Ownership Change or Assignment, and must give GLBC a reasonable time in which to consider that information in order to make its decision. Factors that GLBC may consider in evaluating a proposed Ownership Change or Assignment include:

i. The alignment of the Territory with the territories of other distributors of the Products.

ii. The record of the proposed owner(s) or assignee(s) in distributing the Products in other places or at other times elsewhere.

iii. The likely commitment of the proposed owner(s) or assignee(s) to vigorously promote the Products in light of the competing brands also distributed by the proposed owner(s) or assignee(s).

iv. The business and financial capabilities of the proposed owner(s) or assignee(s) when compared with the capabilities of other distributors capable of serving the Territory.

v. The resources, business experience and reputation of the proposed owner(s) or assignees(s).

e. Wholesaler must obtain GLBC's prior written consent before it assigns any or all of the Territory to subdistributors. Notwithstanding the provisions of paragraph 9(d), GLBC has the right to reject any assignment to or use of a subdistributor for any reason or no reason at all and is under no obligation to approve any subdistributor.

10. TERMINATION

a. Wholesaler may terminate this Agreement at any time by providing GLBC with 60 days written notice. This 60-day notice period is intended to allow GLBC to make alternative distribution arrangements, and GLBC may elect to terminate for any reason in less than 60 days after receipt of Wholesaler's notice of termination.

b. GLBC may initiate the termination of this Agreement for cause at any time if Wholesaler fails to substantially comply with any of its obligations under this Agreement or fails to order commercial quantities of Products for a period exceeding 60 days. GLBC shall initiate such termination by providing Wholesaler with a written notice that states the effective date of termination, explains the reason(s) for termination, and outlines the step(s) Wholesaler must take to cure the deficiencies that justify termination. Following GLBC's notice, GLBC has the right to terminate this Agreement on the effective date established by the notice if any of the following occur:

i. Wholesaler fails to provide GLBC with a satisfactory plan for curing the reason(s) for termination within 15 days of GLBC's termination notice.

ii. Wholesaler fails to substantially cure the reason(s) for termination within the notice period.

iii. Any of the reason(s) that justify termination were subject to a previous termination notice during the previous twenty-four calendar months preceding the most recent termination notice.

c. GLBC may also terminate this Agreement for cause immediately upon written notice upon the occurrence of certain causes not subject to cure, including any of the following:

i. Wholesaler or one of its owners is convicted of or plead guilty or no contest to a violation of law that, in the judgement of GLBC, would adversely affect Wholesaler's ability to carry out its duties under this Agreement.

ii. Wholesaler undertakes fraudulent conduct towards GLBC or the Products or takes deliberate action to harm GLBC's market position, goodwill or reputation.

iii. Any of Wholesaler's federal, state or local licenses or permits is revoked or suspended for a period exceeding 30 days.

iv. Wholesaler becomes insolvent, institutes or is the subject of bankruptcy proceedings, assigns or attempts to assign assets for the benefit of creditors, or otherwise liquidates its business.

v. Wholesaler undertakes an Ownership Change or Assignment without the written consent required by section 9.

vi. Wholesaler knowingly supplies Products to persons in violation of paragraphs 2(a) or 2(b).

vii. Wholesaler fails to pay monies due and owning in accordance to agreed payment terms following a written demand for payment from GLBC.

d. GLBC may also terminate this Agreement for any reason or no reason at all by providing Wholesaler with a written notice agreeing that Wholesaler shall receive Reasonable Compensation for its loss of GLBC's business as set forth below and establishing an effective date of termination that is at least 60 days after the date of GLBC's notice of termination. The parties recognize and agree that it would be extremely difficult to ascertain the actual economic effects, if any, that a termination could have on Wholesaler, as such effects would encompass Wholesaler's loss of future profits and the fair market value of Wholesaler's GLBC business as offset by any claims GLBC may possess against Wholesaler, including those arising from a breach of this Agreement. The parties further recognize and agree that the Reasonable Compensation payment represents a good faith estimate of possible damages and is not a penalty. The parties accordingly agree that Wholesaler's Reasonable Compensation for a termination of this Agreement without cause will be an amount equal to one times Wholesaler's gross profits earned through Wholesaler's sale of Products during the twelve complete calendar months preceding the month GLBC provided Wholesaler with its notice of termination. Nothing in this subparagraph gives Wholesaler any right to any compensation following a non-renewal or a termination under paragraphs 10(a), 10(b), 10(c) or 10(e), and GLBC's sole obligations upon a non-renewal or a termination under paragraphs 10(a), 10(b), 10(c) or 10(e) are those enumerated in section 11. As a condition precedent to any payment of Reasonable Compensation to Wholesaler, Wholesaler must pay all outstanding debts owed to GLBC for good sold and delivered and provide a general release to GLBC, any successor distributor(s) in the Territory, and any of their respective affiliates, shareholders, directors, officers, employees, agents and representatives.

e. After the Initial Term, GLBC may also terminate this Agreement at any time by giving Wholesaler at least 90 days notice provided that GLBC shall give a similar notice to all other distributors who have entered into an agreement with GLBC that is substantially similar to this one. Upon such termination, the relationship between GLBC and Wholesaler will be that of a purchaser and seller on an individual purchase order basis, terminable at will by either party.

11. POST-TERMINATION PROVISIONS

In the event that this Agreement is not renewed, is terminated pursuant to section 10, or the relationship between the parties otherwise ceases to exist, the following provisions apply:

a. Wholesaler must sell and GLBC or a party designated by GLBC must purchase Wholesaler's inventory of Products at a repurchase price equal to their Laid-in Cost. In lieu of paying such repurchase price, GLBC may credit the equivalent amount to Wholesaler's account.

b. GLBC has the right to cancel unfilled orders. Prior to the effective date of termination but following a written notice of termination, GLBC may limit its sales and shipments to Wholesaler to Wholesaler's reasonable requirements for the remaining distribution period.

c. Wholesaler must return to GLBC or GLBC's designee all property belonging to GLBC in Wholesaler's possession or control, including but not limited to Cooperage.

d. Any sums due and owing by Wholesaler to GLBC may be credited against any sums owed by GLBC to Wholesaler.

e. GLBC and Wholesaler must cooperate in notifying any relevant government body or interested business of the end of their relationship and in transferring or assigning any necessary government approvals, filings, registrations and price postings to the appropriate party or its designee.

f. All Trade Designations must be removed from Wholesaler property and Wholesaler must, as soon as practicable and in no event more than seven days after termination, cease all use of the Trade Designations.

g. The obligations to protect Confidential Information survive the termination of this Agreement. Notwithstanding the forgoing, following a notice of termination by either party, GLBC has the right to disclose marketplace information about sales of Products in the Territory and retailers purchasing Products to distributors that have or may obtain the right to distribute Products in the Territory.

12. DISPUTES & GOVERNING LAW

a. The parties shall in the first instance endeavor to resolve all disputes, claims or controversies between them through good faith negotiations. If negotiations can not resolve the parties' differences, then the parties agree that any claims in law or equity arising from or related to this Agreement will be brought in the federal or state courts in Cleveland, Ohio that have jurisdiction over disputes arising within the city. Both parties consent to the jurisdiction of the federal and state courts located in Cleveland, Ohio, and waive any and all objections to the jurisdiction of those courts based on any alleged lack of personal jurisdiction over the parties.

b. Any and all disputes arising our of or related to this Agreement shall be resolved under the valid and enforceable laws of the Territory, irrespective of choice-of-law principles. The parties acknowledge and agree that to the best of their knowledge, the terms of this Agreement comply with all applicable laws, regulations and rulings. In the event that any provision of this Agreement is deemed illegal or unenforceable, that conclusion shall not affect the enforceability of the remainder of this Agreement.

13. AMENDMENT & WAIVER

a. Amendment of this Agreement requires the return of two executed copies of the amendment to the party proposing the amendment. An amendment becomes effective on the date the party proposing it receives the executed copies signifying acceptance of the amendment. Changes and updates to any Schedule, prices, procedures, or other standards referenced in or contemplated by this Agreement shall not constitute a material modification of or amendment to this Agreement.

b. Except for Dan or Pat Conway on behalf of GLBC and JOHN ROBERTS, PRESIDENT OF OHIO on behalf of Wholesaler, no person has any authority to amend, modify, waive, supersede or cancel this Agreement or any terms or provisions of this Agreement. No conduct of any person shall be construed to create that authority.

c. The failure of a party at any time or times to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision and shall not affect the right of that party at a later time to enforce each and every such provision.

14. MISCELLANEOUS PROVISIONS

a. The parties are excused for delays in performance of any obligations under this Agreement where performance is delayed or halted by any cause beyond its reasonable control including, without limitation, weather conditions, fires, explosions, wars, terrorist acts, riots, labor disputes, or breakdowns of machinery or equipment.

b. All notices that are required or permitted to be given under this Agreement must be in writing and signed by the party giving notice, must be transmitted by facsimile or e-mail followed by first-class mail (on the date of facsimile or e-mail transmission or the next business day), and are effective when transmitted. Notices shall be addressed: (i) if to Wholesaler, to JOHN ROBERTS, Fax: 614-552-7891; or (ii) if to GLBC, to The Great Lakes Brewing Company, attn: Dan Conway, 2516 Market Street, Cleveland, Ohio, Fax: 216-771-2795. The parties may change address, facsimile number or e-mail address by notice to the other party given in accordance with this paragraph.

c. No representation, promise, inducement or statement of intention other than those set forth in this Agreement has been made by GLBC or Wholesaler, and neither party shall be bound by or liable for any other alleged representation, promise, inducement or statement of intention.

d. This document, including the Policy Manual, Business Plan and all terms referenced in or contemplated by the Agreement, constitutes the entire agreement between the parties, and there are no other agreements or understandings, either written or oral, between the parties. This Agreement cancels and supersedes any previous agreements between GLBC and Wholesaler.

e. This Agreement shall be interpreted as having been drafted equally by both parties, and no government body or arbitrator can apply any interpretive doctrine against the purported drafter of this Agreement.

f. This Agreement becomes effective on the effective date stated in section 1 following the execution of this Agreement by both parties.

**Glazer's Distributors of Ohio, Inc.**

By: John P. Roberts, State President-Ohio

Date: 5-4-06

The Great Lakes Brewing Company

By: [signature]

Date: 9.14.06

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**GREAT LAKES BREWING COMPANY ("GLBC") POLICY MANUAL**
**For**
**Glazer's Distributors of Ohio ("WHOLESALER")**

A. The Territory (¶ 2.a): Wholesaler may distribute the Products in the following counties/territories: **[Mercer, Auglaize, Shelby, Logan, Champaign, Clark, Union, Madison, Fayette, Delaware, Franklin, Pickaway, Ross, Pike, Scioto, Knox, Licking, Fairfield, Hocking, Vinton, Jackson, Gallia, Lawrence, Coshocton, Muskingum, Morgan, Washington, Guernsey, Noble, Belmont, Monroe, Perry, Athens, Meigs.]**

B. The Product (¶ 2.a): Wholesaler may distribute only the following Products:

- Blackout Stout (seasonal)
- Burning River Pale Ale
- Christmas Ale (seasonal)
- Commodore Perry India Pale Ale (seasonal)
- Conway's Irish Ale (seasonal)
- Dortmunder Gold
- Edmund Fitzgerald Porter
- Eliot Ness Amber Lager
- Holy Moses
- Locktender (seasonal)
- Moondog Ale (seasonal)
- Nosferatu (seasonal)
- Oatmeal Stout (seasonal)
- Oktoberfest (seasonal)
- Rockefeller Bock (seasonal)

C. Product Ordering Requirements (¶ 5.a.):

1. Placing Orders: There will be one order period each month, with orders due by the 5th of the month. The orders will be for the following month's shipments (example: orders due May 5th will be for June shipments). Delivery frequencies will remain the same unless we mutually agree to a change. We will send your order form to you each month. Additions and deletions will be allowed up to two weeks prior to scheduled deliveries. Orders will be frozen in the two week period prior to delivery.

2. Minimum Quantities: Wholesaler must order at least one pallet of case or keg product of any one style. GLBC encourages its distributors to work together if amounts below one pallet are needed.

3. Back Orders: If GLBC can not fill an order it will create a back order. During the following week, GLBC customer service will ask if that product remains on order and will ship the beer if available. If Wholesaler notifies GLBC that it no longer wants the beer, GLBC will delete the order.

D. Payment Instructions (¶ 5.b.): GLBC will fax an invoice to Wholesaler within three days of the shipment of beer. Wholesaler must pay invoices in accordance with the Credit Terms by electronic funds transfer. Electronic fund transfers shall be accomplished in accordance with the Terms and Conditions of Electronic Payment agreement between Wholesaler and GLBC, as attached to this Policy Manual.

E. Credit Terms (¶ 5.c.): **[COD/EFT]**

F. Shipping (¶ 5.d.): GLBC customer service will confirm the next week's shipments with Wholesaler, including the date and approximate time of shipments.

G. Pick Ups (¶ 5.d.): In the event that Wholesaler wishes to pick up beer, Wholesaler may pick up only between 7:00 a.m. and 3:30 p.m. on non-holiday weekdays. Wholesaler must schedule exact dock times at least 24 hours in advance.

H. Cooperage (¶ 5.e.): Wholesaler must segregate empty kegs among 1/2 barrels, 1/6 barrels, and any Microstar kegs, then shrink wrap or tape them for pick up. GLBC will pick up empties at every delivery. Wholesaler must reimburse GLBC for missing kegs at GLBC's replacement cost for such keg(s), which GLBC shall conclusively establish through an invoice for the same-size kegs showing the price paid by GLBC for such kegs.

1. Deposits: Wholesaler must pay a $10 deposit for each keg and a $7 deposit for each pallet. GLBC will return this deposit only upon return of kegs and pallets in good condition, reasonable wear and tear excepted.

2. Return to GLBC: GLBC's Area Manager must approve any Cooperage returns to the brewery in advance. GLBC will not credit unauthorized returns.

I. Date Coding (¶ 8.c.i.): Bottled beers bear an expiration date shown in a consumer-friendly (non-coded) fashion on the label. Draft beer kegs bear a sticker showing the beer's expiration date.

J. Shelf Life (¶ 8.c.i.):

1. Bottles: Each bottle of beer shows a consumer-friendly (*i.e.*, not coded) expiration date on its label.

2. Draft: Each keg of beer shows a consumer-friendly (*i.e.*, not coded) expiration date a sticker affixed to the keg.

3. Mother Cartons: Each carton of beer shows a coded expiration date using the following format:

**X5097Y2128CL**

**[Graphics did not translate]**

| | | |
|---|---|---|
| X5 | 124 | ~~Y2106BE~~ |

~~Y2106BE would expire on February~~ 24, 2005.
X5207Y4250AL would expire on July 26, 2005.
X6001Y5231CM would expire on January 1, 2006.
1109610200AE would expire on April 6, 2011.

K. Packaged: Wholesaler can sell beer to Retailers for a floor display, provided that any individual package of beer can be on a display no longer than 28 days (including back stock) at a time unless GLBC specifically authorizes a different arrangement for a particular beer and/or promotion.

L. Draft (¶ 8.c.ii.): GLBC uses the Sankey valve. Wholesaler must recommend the following standards to on-premise retailers dispensing GLBC beers:

1. Cleaning: Lines should be cleaned every two weeks.

2. Recommended Dispensing: At 38° – 40° Fahrenheit in a room-temperature glass.

3. Recommended Dispensing Equipment: Stainless steel dispensing equipment.

4. Recommended Dispensing Gas: A blend of 75% $CO_2$ plus 25% nitrogen or compressed $CO_2$ (whatever is appropriate for each account). Discourage the use of compressed air.

M. Financial Responsibility for Damaged and Overage Products (¶ 8.c.iii.):

1. Damaged Products: GLBC will give credit on any beer damaged in any way by GLBC as long as Wholesaler provides GLBC with a satisfactory written explanation with the beer. The GLBC Area Manager must approve any returns in advance. GLBC will not issue credit for unauthorized returns or for problems caused by another party, including Wholesaler or Retailers. GLBC also will give credit to Wholesaler for any beer required to be recalled from the market.

2. Overage Products: Great Lakes Brewing Company will give 100% credit on 50% of the out-of-code beer returned from the market. Beer that expires while still in possession of the distributor, never sold to a retailer, will not be credited. Out-of-code draft beer will not be credited.

Refrigeration (¶ 8.c.iv.): Wholesaler must refrigerate all beer to a temperature no higher than 40° Fahrenheit.

N. Monthly Depletion Reports (¶ 8.e.): Wholesaler must submit Monthly Depletion Reports to the GLBC Area Manager within seven days of the end of each month.

**Glazer's Distributors of Ohio, Inc.** (SR)

By: John P Roberts. State President, Ohio.

Date: 12-4-06

The Great Lakes Brewing Company

By: [signature]

Date: 9.14.06

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