



Remote Meeting Instructions for the December 15, 2021, Liquor Licensing Authority Meeting

At this time, Liquor License Authority meetings remain fully remote. This means **no physical location, including the Administrative Hearing Room at City Center South, will be set up for viewing or participating in this Liquor Licensing Authority Meeting.**

This Meeting can be viewed via YouTube live stream. When utilizing this option to view the meeting, there is not an ability to provide live input during the meeting.

- Using a desktop computer, laptop or mobile device, click the following link or open a web browser and enter the web address manually: (www.youtube.com/CityofGreeley)
- This link goes directly to the City of Greeley's YouTube page.
- Once on the page, live meetings currently being broadcast can be seen on the homepage, or archived videos can be searched and viewed anytime.

Public comment for items appearing on this agenda as public hearings are valuable and welcome!

Anyone interested in participating and sharing public comments has three options:

1. Via email – Submit to cityclerk@greeleygov.com

All comments submitted this way will be read into the record at the appropriate points during this meeting in real time. Comments can be submitted up to and throughout this meeting.

2. Via traditional Mail - Address to the Greeley City Clerk's Office, 1000 10th Street, Greeley, CO 80631

All written comments must be received no later than Tuesday, December 14, 2021 at 5:00 p.m. Written comments received by mail will also be read into the record at the meeting.

3. In real time Via Zoom webinar <https://greeleygov.zoom.us/j/87261674218>

Meeting ID: 872 6167 4218

Passcode: 529969

Or call into the meeting using the same meeting ID and passcode at:
+1 669 900 6833

Clicking the link for the Zoom webinar places participants in a virtual waiting room until the live meeting. Virtual audience members are able to speak during public hearings on the agenda.

The City's meeting portal <https://greeley-co.municodemeetings.com/> includes agendas for Liquor Licensing Authority Meetings.

Contact the City Clerk's Office at 970-350-9740 or cityclerk@greeleygov.com with any special needs or questions.



Greeley, Colorado
Liquor Licensing Authority
Wednesday, December 15, 2021 – 3:30 p.m.

Virtual Hearing via Zoom Webinar
(see previous page for participation instructions and/or to
view The YouTube livestream)

A G E N D A

1. CONTINUED HEARING TO CONSIDER A TRANSFER APPLICATION FOR AN EXISTING RETAIL LIQUOR STORE LICENSE BY SHRESTHA BROTHERS INC DBA GORDONS DISCOUNT LIQUOR, 2521 11TH AVENUE
2. PUBLIC HEARING TO CONSIDER A NEW HOTEL/RESTAURANT LIQUOR LICENSE APPLICATION BY BLUE MUG COFFEE BAR LLC DBA OUT OF THE BLUE
3. ADJOURNMENT

Greeley, Colorado Transfer of Ownership Application December 15, 2021 Item No. 1	Applicant: Shrestha Brothers Inc. DBA Gordons Discount Liquor Mart Location: 2521 11 th Avenue License Type: Retail Liquor Store
CONTINUATION OF CONSIDERATION OF A TRANSFER OF OWNERSHIP APPLICATION	
Request Summary: This application was first heard at a hearing on December 8, 2021. When it was discovered not all wholesaler affidavits had been submitted, the application was continued to this date to allow additional affidavits to be obtained. It is believed all affidavits have now been provided. An application was received on November 5, 2021, by the City Clerk's Office from Shrestha Brothers Inc. DBA Gordons Discount Liquor Mart for approval of the transfer of ownership of an existing retail liquor store license. The applicant is currently operating under a Temporary Permit issued by the City Clerk's Office. If approved, the license is proposed to continue to be operated at 2521 11th Avenue. Padam Shrestha is the managing member and 100% owner of the LLC. All applicable paperwork, fees and documentation for this application have been submitted for review and appear to be in proper order, including City and State Transfer fees. By way of reminder, this type of application does not require a public hearing, nor does it require proof of the neighborhood needs and desires as that was provided at the time the existing license was approved. The requirement for this type of application is that there be a finding of good moral character of the applicant.	
Administrative Review Team Findings: Upon receipt, this application was routed to the City's Liquor Licensing Administrative Review Team for comment: -The City Clerk's Office, the Finance Department and the City Attorney's Office reported there are no legal or administrative concerns with this application, other than securing all proper Wholesaler Affidavits as noted above. All other business and sales tax licenses for this site in this new ownership name have been secured. The City Attorney's Office also noted the applicant did not list any lenders in question 16 of the application, but lists two lenders in the IHR document, requiring the application to be corrected to show lenders that have or will lend money for the purchase of the business. -The Development Departments including Building Inspection, Fire, Planning and Code Compliance reported that there are no concerns with this location. - The Greeley Police Department completed a criminal history report on Padam Shrestha which revealed no prior arrests or criminal history. The Police Department provided no	

additional information that would adversely affect approval of this application. Padam Shrestha submitted fingerprints to the Colorado Bureau of Investigations for analysis and both Colorado CBI and nationwide FBI background checks. There were no findings from these checks.

Other Issues and Considerations:

None

Decision Options:

- 1) to approve this application finding that the applicant is of good moral character to hold such a license;
- 2) to deny the application, finding that the applicant is not of good moral character to hold such a license;
- 4) to continue consideration of this application pending submittal of additional information to date certain.

Attachments:

Transfer of Ownership Application
Lease and Premise Diagram
Individual History Record/Background Investigation Results
Corporate Documentation
Wholesale Affidavits

Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Beverage Distributors Company LLC		License Number 40-04782-0001--0004	
Trade Name of Establishment/Doing Business As (DBA) Breakthru Beverage Colorado		Phone Number (303) 371-3421	
Physical Address 3980 Central Park Blvd	City Denver	State CO	ZIP 80238
Email Address JJJOHNSON@BREAKTHRUBEV.COM			
Transferor Retailer Licensee Name Nirbhao Inc		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordons Discount Liquor Mart		Phone Number 970-353-8758	
Physical Address 2521 11th Avenue	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Breakthru Beverage Colorado			
Signature Jaime J Johnson	Print Jaime J Johnson	Title Credit Associate III	Date 12-1-21

Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Republic National Distributing Company		License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company		Phone Number 303-734-2400	
Physical Address 8000 Southpark Terrace	City Littleton	State Co	ZIP 80120
Email Address			
Transferor Retailer Licensee Name		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordon's Liquor Mart		Phone Number (970) 353-8758	
Physical Address 2521 11th Ave	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Republic National Distributing Company			
Signature Mathew Floerke	Print Mathew Floerke	Title AR Clerk	Date 11/22/2021

#21941

Wholesaler Affidavit of Compliance

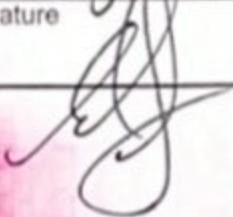
Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) SOUTHERN GLAZER'S WINE & SPIRITS OF CO			License Number 40-5535 1-0002	
Trade Name of Establishment/Doing Business As (DBA) SOUTHERN GLAZER'S WINE & SPIRITS OF CO			Phone Number (303) 292-1711	
Physical Address 12800 E 19TH AVENUE	City AURORA	State CO	ZIP 80019	
Email Address KVANVEEN@SGWS.COM				
Transferor Retailer Licensee Name NIRBHAO, INC			License Number 312381	
Trade Name of Establishment/Doing Business As (DBA) GORDON'S DISCOUNT LIQUOR MART			Phone Number (990) 353-8758	
Physical Address 2521 11TH AVE	City GREELEY	State CO	ZIP 80631	
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full				
Wholesaler: SOUTHERN GLAZER'S WINE & SPIRITS OF CO				
Signature <i>KRISTY VAN VEEN</i>	Print KRISTY VAN VEEN	Title CREDIT	Date 11/29/21	

Wholesaler Affidavit of Compliance Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) High Country Beverage Corp.		License Number 23-68718-0001	
Trade Name of Establishment/Doing Business As (DBA) High Country Beverage Corp.		Phone Number 970-622-8444	
Physical Address 4200 Ronald Reagan Blvd.	City Johnstown	State CO	ZIP 80534
Email Address trobbins@hcbeer.com			
Transferor Retailer Licensee Name Nirbhao Inc		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordon's Discount Liquor Mart		Phone Number (970) 353-8758	
Physical Address 2521 11th Ave	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: High Country Beverage Corp.			
Signature 	Print Tanya Robbins	Title Accounts Receivable Lead	Date 11/19/2021

Wholesaler Affidavit of Compliance
Section 12-47-303(1)(d), C.R.S.

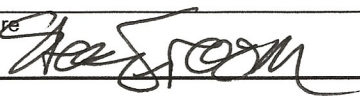
Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) <i>Eagle Rock Distributing Company of Colorado LLC</i>		License Number <i>03-14132</i>	
Trade Name of Establishment/Doing Business As (DBA) <i>Eagle Rock Distributing Company of Colorado</i>		Phone Number <i>970 663 1690</i>	
Physical Address <i>3600 Clydesdale Parkway</i>	City <i>Lakeland</i>	State <i>CO</i>	ZIP <i>80538</i>
Email Address			
Transferor Retailer Licensee Name Nirbhao Inc		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordon's Discount Liquor Mart		Phone Number (970) 353-8758	
Physical Address 2521 11th Ave	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: <i>Eagle Rock Distributing Company of Colorado</i>			
Signature 	Print <i>Nathaniel Janes</i>	Title <i>Sales Director</i>	Date <i>12/7/21</i>

Wholesaler Affidavit of Compliance
Section 44-3-303(1)(d), C.R.S.

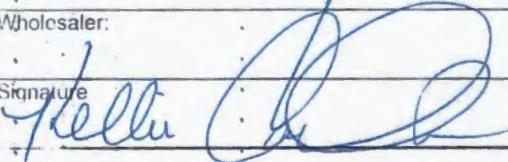
Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) E-Corp, Inc.		License Number 12-05297	
Trade Name of Establishment/Doing Business As (DBA) E-Corp, Inc.		Phone Number	
Physical Address 2590 S. Tejon St.	City Englewood	State CO	ZIP 80110
Email Address INFO@ECORPINC.COM			
Transferor Retailer Licensee Name Nirbhao Inc		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordon's Discount Liquor Mart		Phone Number (970) 353-8758	
Physical Address 2521 11th Ave	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: E-Corp, Inc.			
Signature 	Print Allison Elliott	Title C.E.O.	Date 12/9/21

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) WeldWerks Brewing Co		License Number 03-03626	
Trade Name of Establishment/Doing Business As (DBA) WeldWerks Brewing		Phone Number (970) 460-6345	
Physical Address 508 8th Ave	City Greeley	State CO	ZIP 80631
Email Address sales@weldwerksbrewing.com			
Transferor Retailer Licensee Name Nirbhao Inc		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordon's Discount Liquor Mart		Phone Number (970) 353-8758	
Physical Address 2521 11th Ave	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler:			
Signature 	Print Steve Froom	Title NoCO Sales Rep	Date 12/09/21

Wholesaler Affidavit of Compliance
Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) NABC INC		License Number 4706759	
Trade Name of Establishment/Doing Business As (DBA) NABC INC		Phone Number (303) 566-3005	
Physical Address 18245 E 40TH AVE	City AURORA	State CO	ZIP 80011
Email Address KCANCHOLA@NEWAGE.COM			
Transferor Retailer Licensee Name Nirbhao Inc		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordon's Discount Liquor Mart		Phone Number (970) 353-8758	
Physical Address 2521 11th Ave	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: NABC INC			
Signature 	Print Kellie Canchola	Title Accts. Receivable	Date 12/12/2021

Liquor License Application Packet



Prepared by:
Greeley City Clerk's Office
1000 10th Street
Greeley, CO 80631
970.350.9743

cheryl.aragon@greeleygov.com

Applicant Fingerprinting Procedures

Fingerprinting must be done by the following approved Colorado Bureau of Investigations' vendor:

Indentogo

Appointment Scheduling Website: <https://uenroll.indentogo.com/>

You may also call for an appointment at (844) 539-5539 (toll free)

Fingerprints are submitted electronically to CBI from Indentogo effective November 1, 2018. The Liquor Enforcement Division and the City of Greeley are no longer accepting physical paper fingerprint cards as of this date as part of your liquor license-related application packet.

The service code you will need to complete this process with Indentogo is:

25YQ6K
& CONCI6253

What you should take with you to your appointment with Indentogo include:

- ✓ \$10 vendor service fee per person being printed/transmitted, money order or certified funds
- ✓ \$38.50 fingerprinting fee per person being printed/transmitted, money order or certified funds
- ✓ Driver's license, ID card, permanent resident card, alien registration receipt card, etc.

If you do not have access to the internet, you can schedule an appointment by calling the toll free number listed above.

Beer/Liquor License Application Checklist

Application:

- ☐ Original
- ☐ Complete all applicable sections
- ☐ Authorized signature and date of application
- ☐ Complete Attachment to License Application
- ☐ Attach appropriate City AND State fees (**Refer to License Fee List**)

Property Possession:

- ☐ Deed, Lease, or Lease Assignment (**must cover entire license period; 15 months is recommended**)
- ☐ All documents must be signed and dated
- ☐ Floor diagram of premises, 8 ½ X 11, with area to be licensed heavily outlined in black marker, and with dimensions of area to be licensed clearly delineated, identify kitchen if Hotel/Restaurant applicant, provide separate diagrams for multiple levels

Background Information:

- ☐ Individual History Record(s) (DR 8404-1)
- ☐ Signed and dated by applicant(s)

Management Other than Applicant (Hotel/Restaurant and Tavern applicants only):

- ☐ Manager's Registration fee (only if manager is not an owner) (**Refer to License Fee List**)
- ☐ Individual History Record (DR 8404-1)
- ☐ Written Management Agreement, if applicable

In addition to the above, submit the items listed under your applicant type:

Corporate Applicant (if a corporation):

- ☐ Certificate of Incorporation, and/or
- ☐ Certificate of Good Corporate Standing, if incorporated longer than two (2) years
- ☐ Certificate of Authorization (if foreign corporation)
- ☐ List of Officers, Stockholders, and Directors of parent corporation (if applicable), designate one (1) person as "principal officer"

Partnership Applicant (if a partnership):

- ☐ Partnership agreement (general or limited partner, except for husband/wife)

Limited Liability Company Applicant (if a limited liability company):

- ☐ Articles of Organization, date stamped by the Colorado Secretary of State's Office
- ☐ Copy of Operating Agreement
- ☐ Certificate of Authority (if foreign company)

CITY/STATE LIQUOR LICENSE FEE LIST - (January 7, 2021)

SB 20B-001 waived particular State fees for applications received on December 7, 2020 through December 7, 2021)

License Type	Application Fee	Occupation Fee	License Fee	Total Local Fees	Application Fee (State)	License Fee (State)	Total State Fees
Beer & Wine							
New	\$500.00	\$ 600.00	\$ 48.75	\$1,148.75	N/A	N/A	N/A
Transfer	450.00	600.00	48.75	1,098.75	1,550.00	351.25	1,901.25
Renewal	100.00	600.00	48.75	748.75	N/A	N/A	N/A
H & R							
New	500.00	1,500.00	75.00	2,075.00	N/A	N/A	N/A
Transfer	450.00	1,500.00	75.00	2,025.00	1,550.00	500.00	2,050.00
Renewal	100.00	1,500.00	75.00	1,675.00	N/A	N/A	N/A
Tavern							
New	500.00	2,000.00	75.00	2,575.00	N/A	N/A	N/A
Transfer	450.00	2,000.00	75.00	2,525.00	1,550.00	500.00	2,050.00
Renewal	100.00	2,000.00	75.00	2,175.00	N/A	N/A	N/A
Lodging & Entertainment							
New	500.00	2,000.00	75.00	2,575.00	N/A	N/A	N/A
Transfer	450.00	2,000.00	75.00	2,575.00	1,550.00	500.00	2,050.00
Renewal	100.00	2,000.00	75.00	2,175.00	N/A	N/A	N/A
Liquor Store							
New	500.00	500.00	22.50	1,022.50	1,550.00	227.50	1,777.50
Transfer	450.00	500.00	22.50	972.50	1,550.00	227.50	1,777.50
Renewal	100.00	500.00	22.50	622.50		277.50	277.50
**Optional							
Wine Tasting Permit**	New - 100.00	N/A	N/A	100.00	N/A	N/A	N/A
	Ren - 25.00	N/A	N/A	25.00	N/A	N/A	N/A
Mngr Permit	N/A	N/A	N/A	N/A	100.00	N/A	100.00
Arts							
New	500.00	500.00	41.25	1,041.25	N/A	N/A	N/A
Transfer	450.00	500.00	41.25	991.25	1,550.00	308.75	1,858.75
Renewal	100.00	500.00	41.25	641.25	N/A	N/A	N/A
Drugstore							
New	500.00	500.00	22.50	1,022.50	1,550.00	227.50	1,777.50
Transfer	450.00	500.00	22.50	972.50	1,550.00	227.50	1,777.50
Renewal	100.00	500.00	22.50	622.50	N/A	277.50	277.50
Common Consumption Area							
New	500.00	N/A	N/A	500.00	N/A	N/A	N/A
Transfer	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Renewal	100.00	N/A	N/A	100.00	N/A	N/A	N/A
Club							
New	500.00	500.00	41.25	1,041.25	N/A	N/A	N/A
Transfer	450.00	500.00	41.25	991.25	1,550.00	308.75	1,858.75
Renewal	100.00	500.00	41.25	641.25	N/A	N/A	N/A
FMB On or Off Premise							
New	500.00	250.00	3.75	753.75	1,550.00	96.25	1,646.25
Transfer	450.00	250.00	3.75	703.75	1,550.00	96.25	1,646.25
Renewal	100.00	250.00	3.75	353.75	N/A	146.25	96.25
FMB On/Off							
New	500.00	500.00	3.75	1,003.75	N/A	N/A	N/A
Transfer	450.00	500.00	3.75	953.75	1,550.00	96.25	1,646.25
Renewal	100.00	500.00	3.75	603.75	N/A	N/A	N/A
Brew Pub							
New	500.00	1,500.00	75.00	2,075.00	1,550.00	N/A	N/A
Transfer	450.00	1,500.00	75.00	2,025.00	1,550.00	750.00	2,300.00
Renewal	100.00	1,500.00	75.00	1,675.00	N/A	N/A	N/A

License Type	Application Fee	Occupation Fee	License Fee	Total Local Fees	Application Fee (State)	License Fee (State)	Total State Fees
Optional Premises							
New	500.00	2,000.00	75.00	2,575.00	1,550.00	N/A	N/A
Transfer	450.00	2,000.00	75.00	2,525.00	1,550.00	500.00	2,050.00+
Renewal	100.00	2,000.00	75.00	2,175.00	N/A	N/A	N/A
Mini Bar w/H&R							
New	N/A	N/A	48.75	325.00	N/A	N/A	N/A
Transfer	N/A	N/A	48.75	375.00	N/A	500.00	500.00
Renewal	N/A	N/A	48.75	325.00	N/A	N/A	N/A
Bed & Breakfast							
New	N/A	N/A	25.00	25.00	N/A	71.25	71.25
Transfer	N/A	N/A	25.00	25.00	N/A	71.25	71.25
Renewal	N/A	N/A	25.00	25.00	N/A	121.25	121.25
Change of Location	500.00	N/A	N/A	500.00	150.00	N/A	150.00
Change of Trade Name	\$50.00	N/A	N/A	\$50.00	50.00	N/A	50.00
Manager's Regist.	75.00	N/A	N/A	75.00	75.00	N/A	75.00
Corp/LLC Changes (charged locally or by State)	100.00	N/A	N/A	100.00	100.00	N/A	100.00
Temporary Permit	100.00	N/A	N/A	100.00	N/A	N/A	N/A
Late Renewal	500.00	N/A	N/A	500.00	N/A	N/A	N/A
Modify Premises	150.00	N/A	N/A	150.00	150.00	N/A	150.00
Application Packet Fee	25.00	N/A	N/A	25.00	N/A	N/A	N/A
Duplicate License	50.00	N/A	N/A	50.00	50.00	N/A	50.00
Special Event (Liq)	N/A	N/A	100.00	100.00	N/A	N/A	N/A
Special Event (3.2)	N/A	N/A	100.00	100.00	N/A	N/A	N/A
Concurrent Review (new applicants)	N/A	N/A	N/A	N/A	100.00	N/A	100.00
Application Reissue Fee (more than 90 days of license expiration date)	500.00	N/A	N/A	\$500.00	N/A		N/A
Application Reissue Fine (more than 90-days but less than 180-days of license expiration date)	25.00 Per day beyond 90-day expiration date	N/A	N/A	25.00 Per day beyond 90-day expiration date	N/A		N/A

1

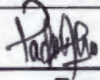
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Return originals to local authority (additional items may be required by the local licensing authority) ☒ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II. Diagram of the premises	☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☐ B. Lease in the name of the applicant (or) (matching question #2) ☒ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV. Background information (DR 8404-I) and financial documents	☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☒ D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	☒ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII. Partnership applicant information (if applicable)	☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII. Limited Liability Company applicant information (if applicable)	☐ A. Copy of articles of organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name SHRESTHA BROTHERS INC DBA GORDONS DISCOUNT LIQUOR MART	Type of License Liquor Store (city)	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒				
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): ☐ ☒				
a. Been denied an alcohol beverage license? ☐ ☒				
b. Had an alcohol beverage license suspended or revoked? ☐ ☒				
c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒				
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒				
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒				
or Waiver by local ordinance? ☐ ☒ Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒				
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒				
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☒				
13 b. Are you a Colorado resident? ☒ ☐				
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☐ ☒				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐				
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord GREAT NORTHERN PROPERTIES, LLLP	Tenant SHRESTHA BROTHERS INC	Expires 9/1/2029		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒				
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☒				
Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☒				
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☒				
If "yes" a copy of license must be attached.				

Name SHRESTHA BROTHERS INC DBA GORDONS DISCOUNT LIQUOR MART		Type of License Liquor Store (city)	Account Number	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				Yes No ☐ ☒
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				☐ ☒
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				☐ ☒
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				☐ ☒
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?				☐ ☒
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				☐ ☒
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager N/A		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				Yes No ☐ ☒
25. Related Facility - Campus Liquor Complex applicants answer the following:				☐ ☒
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager N/A		First Name of Manager		
26. Tax Information.				Yes No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				☐ ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				☐ ☒
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant . All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Padam Shrestha	Home Address, City & State 2136 W 101st Cir., Thornton, CO 80260	DOB [REDACTED]	Position President	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name SHRESTHA BROTHERS INC DBA GORDONS DISCOUNT LIQUOR MART		Type of License Liquor Store (city)	Account Number
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature 	Printed Name and Title Padam Shrestha, President		Date 11-03-21
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
☐ Date of inspection or anticipated date _____ ☐ Will conduct inspection upon approval of state licensing authority			
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?			Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?			☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?			☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County
Signature	Print	Title	Date
Signature	Print	Title	Date

Tax Check Authorization, Waiver,
and Request to Release Information

I, Padam Shrestha am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of SHRESTHA BROTHERS INC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) SHRESTHA BROTHERS INC		Social Security Number/Tax Identification Number [REDACTED]	
Address 2136 W 101st Cir			
City Thornton		State CO	Zip 80260
Home Phone Number 720-243-1232		Business/Work Phone Number 720-243-1232	
Printed name of person signing on behalf of the Applicant/Licensee Padam Shrestha			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) [Signature]			Date signed 11-03-21
Privacy Act Statement Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			

City of Greeley

Attachment to New Liquor/3.2% Beer Retail Liquor License or Renewal Application
(Please type or print legibly)

Completion of the following information will aid in the review of your application for a new liquor or 3.2% beer license or annual License Renewal Application in the City Clerk's Office, as well as review of a possible application to operate an Entertainment Establishment you may have submitted to the Community Development Department. Please answer in detail.

1. Describe the nature of the proposed establishment and the target market (restaurant, tavern, sports bar, families, college students, etc.):

A neighbourhood retail liquor store with a competitive price. The store is for all nationalities with different cultures and colors.

2. What are the proposed hours and days of operation for the establishment?

Proposed Hours: Mon-Thu: 9:00AM-10:00PM, Fri-Sat:9:00AM-12:00AM, Sun:10:00AM-10:00PM
Proposed Days: 364 days a year (Closed on Christmas Day).

3. How many individuals will be employed at this proposed establishment and how many will be full-time versus part-time? (Please provide responsibilities, for example, assistant manager, bartender, waitstaff, doorstaff, etc.)

There will be 3 individuals employed at this proposed establishment. 2 will be full time as a manager and an assistant manager, and 1 will be a cashier cum stocker.

4. What is the ratio of staff to patrons for both average and peak hours of operation?

One staff will be there for average hours of operation, whereas, there will be two staffs for peak hours of operation.

5. Describe your past training and experience in the sale/service of alcohol beverages (include any special or certified training received):

I have a working experience of about five years in a retail business in a grocery store. Since last three years, I have added experience in the sale of alcohol beverages, as well.

6. Describe your proposed operating manager's past training and experience in the sale/service of alcohol beverages (include any special or certified training received):

Manager of the proposed business has a working experience of nine years in a liquor business and is a TIPS class certified person.
Assistant manager of the proposed business has a working experience of three years in a liquor business.

7. What type of training is proposed for employees at this establishment in the safe and legal sale/service of alcohol beverages?

A Refresher TIPS class for Manager and A TIPS class for Assistant Manager is proposed within the first two years of business operation. Any other trainings specified and required by the City and or the State will be provided to them.

8. Describe any other types of training or operating procedures that employees will be following in the day-to-day operation of this proposed establishment:

Learning by doing principle will be followed in due course of time.

9. What methods will be used in checking identification for proper age of patrons (at the door, at the bar, etc.) and how will underage patrons be identified so as not to be served alcohol beverages (stamp, wrist band, etc.)?

'No proof, No Service.', policy will strictly be applied. Bona fide identification card will be checked in a methodological and systematic manner using a FLAG system- Feel, Look, Ask and Give back.

10. Describe how the business will manage patron and employee conformance with no smoking laws, noise, and other nuisance behaviors (trash, intimidation of other parties, etc.) while on the premises:

Not applicable.

11. What types of entertainment will be offered, if any, at this proposed establishment? (for example, music, pool, darts, etc.):

Not applicable.

12. Describe special promotions or activities that may attract a larger than typical attendance and any additional or special management practices that will be employed to handle such increased attendance:

Not applicable.

13. What types of security, if any will be provided at this proposed establishment, and will they be armed in any way?

Not applicable.

14. If security is planned, who will provide such service, and have all applicable licenses been obtained?

Not applicable.

15. What is the buildings' occupancy limit? _____ Describe an emergency building exit plan?

Not applicable.

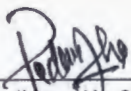
16. What types of alternate beverages and food/snacks will be provided at this proposed establishment?

Not applicable.

17. What is the estimated ratio of food sales to alcohol beverage sales at this establishment?

Estimated ratio of food sales to alcohol beverage sales at this establishment will be 15:85 not more than 20:80 as per the State law.

I hereby certify, under penalty of perjury, that the information provided to the Greeley Liquor Licensing Authority contained in this Attachment to Liquor/3.2% Beer Retail License Application is true and accurate to the best of my knowledge.



Applicant's Signature

10/26/2021

Date

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☒ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: ☐ Licensee ☐ Applicant

- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 3rd day of November, 20021.

Seller:

Nirbhao Inc (License # 03-12381)
Licensee & License Number

Gordons Discount Liquor Mart
Trade name

Mandeep Kaur
Signature

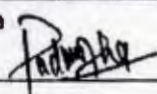
President
Position

Fnu Mandeep Kaur
Print Name

Buyer:

Shrestha Brothers Inc
Applicant

Gordons Discount Liquor Mart
Trade name


Signature

President
Position

Padam Shrestha
Print Name

***SELLER

Wholesaler Affidavit of Compliance
Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)		License Number	
Trade Name of Establishment/Doing Business As (DBA)		Phone Number	
Physical Address	City	State	ZIP
	Greeley	CO	
Email Address			
Transferor Retailer Licensee Name		License Number	
NIRBHAO INC		03-12381	
Trade Name of Establishment/Doing Business As (DBA)		Phone Number	
Gordons Discount Liquor Mart		720-243-1232	
Physical Address	City	State	ZIP
2521 11th Avenue	Greeley	CO	80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☐ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler:			
Signature	Print	Title	Date

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business
SHRESTHA BROTHERS INC

2. Your Full Name (last, first, middle)
Shrestha, Padam

4. Mailing address (if different from residence)
2136 W 101st Cir, Thornton, CO 80260

Home Phone Number
720-243-1232

3. List any other names you have used
-

Email Address
padamstha143@gmail.com

Cellular Number
720-243-1232

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current **See attached			
Previous			

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
First Transit Inc.	6345 Broadway St., Denver, CO 80216	Bus Operator	08/16/16	Present
USA Gas & Food	1720 E 112th Ave, Northglenn, CO 80233	Asst. Manager	08/01/13	09/01/16

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee
Nirmal Shrestha	Brother	Asst. Manager	Rasvet Inc
Ravi K Shrestha	Brother	Manager	AJ Corporation

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)

☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)

☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)					☐ Yes ☒ No																									
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)					☐ Yes ☒ No																									
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)					☐ Yes ☒ No																									
Personal and Financial Information																														
Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.																														
13a. Date of Birth		b. Social Security Number		c. Place of Birth																										
[REDACTED]		[REDACTED]		Nepal																										
e. If Naturalized, state where				d. U.S. Citizen																										
Centennial, Colorado				☒ Yes ☐ No																										
f. When		g. Name of District Court																												
10/13/2016		U.S. CITIZENSHIP AND IMMIGRATION SERVICES																												
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number																										
[REDACTED]		10/13/2016		N/A																										
k. Permanent Residence Card Number		N/A																												
l. Height		m. Weight		n. Hair Color																										
5' 3"		158 lb		Black																										
o. Eye Color		p. Gender		q. Race																										
Brown		Male		Asian																										
r. Do you have a current Driver's License/ID? If so, give number and state.																														
☒ Yes ☐ No # [REDACTED] State Colorado																														
14. Financial Information.																														
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 430,000.00 store + 300,000.00 inventory = \$730,000.00 total purchase price																														
b. List the total amount of the personal investment , made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0.00																														
* If corporate investment only please skip to and complete section (d)																														
** Section b should reflect the total of sections c and e																														
c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)																														
<table border="1" style="width:100%"><tr><th>Type: Cash, Services or Equipment</th><th>Account Type</th><th>Bank Name</th><th>Amount</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>						Type: Cash, Services or Equipment	Account Type	Bank Name	Amount																					
Type: Cash, Services or Equipment	Account Type	Bank Name	Amount																											
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<table border="1" style="width:100%"><tr><th>Type: Cash, Services or Equipment</th><th>Loans</th><th>Account Type</th><th>Bank Name</th><th>Amount</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>						Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount																				
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e. Loan Information (Attach copies of all notes or loans)																														
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Oath of Applicant																														
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.																														
Authorized Signature		Print Signature		Title	Date																									
[Signature]		Padam Shrestha		President	11-3-21																									

Individual History Record

Previous Residences

DR840-I

SHRESTHA BROTHERS INC DBA GORDONS DISCOUNT LIQUOR MART

Padam Shrestha

Street and Number	City, State, Zip	From	To
2136 W 101st Cir.,	Thornton, CO 80260	06/10/2017	Present
8919 Pearl St #1829	Thornton, CO 80229	06/09/2016	06/10/2017
8675 Mariposa St #20D	Thornton, CO 80260	08/01/2014	06/09/2016



nobody 9:20 AM
📎 to PADAMSTHA143 ▾



IdentoGO[®]

Service Details:

Customer:	PADAM SHRESTHA
UE ID:	UZBN-3VYFK5
TCN:	UEPCO000257828
Service:	25YQ6K - Local (City/County) Liquor Licensure
CBI Account Number:	CONCJ6253 - CITY OF GREELEY CITY CLERKS OFFICE

Payments	
Credit Card ending in(5298)	\$53.50
Amount Paid (11/09/2021):	\$53.50

Status as of 11/09/21

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.



Colorado Secretary of State
Date and Time: 08/30/2021 06:50 PM
ID Number: 20211805302
Document number: 20211805302
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

SHRESTHA BROTHERS INC

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

2521 11TH AVENUE

(Street number and name)

GREELEY

(City)

CO

(State)

80631

(ZIP/Postal Code)

Colorado

(Province – if applicable)

United States

(Country)

Mailing address

(leave blank if same as street address)

2136 WEST 101ST CIRCLE

(Street number and name or Post Office Box information)

THORNTON

(City)

CO

(State)

80260

(ZIP/Postal Code)

Colorado

(Province – if applicable)

United States

(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

SHRESTHA

(Last)

PADAM

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

2136 WEST 101ST CIRCLE

(Street number and name)

THORNTON

(City)

CO

(State)

80260

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP/Postal Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) SHRESTHA PADAM
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address 2136 WEST 101ST CIRCLE
(Street number and name or Post Office Box information)

THORNTON CO 80260
(City) (State) (ZIP/Postal Code)
Colorado United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

☒ The corporation is authorized to issue 10,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

SHRESTHA PADAM _____
(Last) (First) (Middle) (Suffix)
2136 WEST 101ST CIRCLE _____
(Street number and name or Post Office Box information)

THORNTON CO 80260 _____
(City) (State) (ZIP/Postal Code)

United States _____
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SHRESTHA BROTHERS INC

is a

Corporation

formed or registered on 08/30/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211805302 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/06/2021 that have been posted, and by documents delivered to this office electronically through 10/07/2021 @ 15:07:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2021 @ 15:07:24 in accordance with applicable law. This certificate is assigned Confirmation Number 13495912 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.



Colorado Secretary of State
Date and Time: 10/01/2021 05:10 PM
ID Number: 20211916798
Document number: 20211916798
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20211805302</u> (Colorado Secretary of State ID number)
True name	<u>SHRESTHA BROTHERS INC</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

GORDONS DISCOUNT LIQUOR MART

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Liquor Store

4. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

5. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Shrestha	Padam		
(Last)	(First)	(Middle)	(Suffix)
2136 W 101st Cir			
(Street number and name or Post Office Box information)			
Thornton	CO	80260	
(City)	(State)	(Postal/Zip Code)	
	United States		
(Province – if applicable)	(Country – if not US)		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user’s legal, business or tax advisor(s).



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-30-2021

Employer Identification Number:
87-2403442

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

SHRESTHA BROTHERS INC
2521 11TH AVENUE
GREELEY, CO 80631

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-2403442. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2022
Form 940	01/31/2022
Form 1120	04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 10/7/21

Name: SHRESTHA BROTHERS INC

Address: 2521 11th Ave\n\nGreeley, Colorado 80631-6927

Sales Tax Account Number: 94993686

Sales Tax Filing Frequency: Monthly (\$300 in taxes/mo or more)

Wage Withholding Account Number: 94993686

Wage Withholding Filing Frequency: Monthly (\$7,000 to \$49,000/year)

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

MyBizColorado PDF Receipt

BY-LAWS OF
SHRESTHA BROTHERS INC

ARTICLE I

Offices

The principal office of the Corporation shall be located at 2521 11th Ave Greeley, CO 80631. The Corporation may have such other offices, either within or without the State of Colorado, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II

Shareholders

SECTION 2.1. Annual Meeting. The annual meeting of the shareholders shall be held on the date and at the time fixed from time to time by the Board of Directors; provided, however, that the first annual meeting shall be held on a date that is within six months after the close of the first fiscal year of the Corporation, and each successive annual meeting shall be held on a date that is within the earlier of six months after the close of the last fiscal year or fifteen months after the last annual meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Colorado such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2.2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than ten (10) percent of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 2.3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Colorado, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Colorado, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

SECTION 2.4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, unless otherwise prescribed by statute, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the shareholder at his or her address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

SECTION 2.5. Closing of Transfer Books or Fixing of Record. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period, but not to exceed in any case fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than thirty (30) days and, in case of a meeting of shareholders, not less than ten (10) days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If

the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 2.6. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

SECTION 2.7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 2.8. Voting Entitlement of Shares. Except as stated in the Corporation's Articles of Incorporation, each outstanding share, regardless of class, is entitled to one vote, and each fractional share is entitled to a corresponding fractional vote, on each matter voted on at a meeting of shareholders.

SECTION 2.9. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications by which all persons participating in the meeting can hear each other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 2.10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred. Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 2.11. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a

consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

SECTION 2.12. Waiver of Notice. A shareholder may waive any notice required by the Colorado Business Corporation Act, the Articles of Incorporation or these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

ARTICLE III

Board of Directors

SECTION 3.1. General Powers. The corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors.

SECTION 3.2. Number. The number of directors of the Corporation shall be fixed by resolution of the Board of Directors from time to time and may be increased or decreased by resolution adopted by the Board of Directors from time to time, but in no event shall be less than one (1).

SECTION 3.3 Qualification. Directors shall be natural persons at least eighteen (18) years of age but need not be residents of the State of Colorado or shareholders of the Corporation.

SECTION 3.4 Election. The Board of Directors shall be elected at the annual meeting of the shareholders or at a special meeting of shareholders called for that purpose.

SECTION 3.5 Term. Each director shall be elected to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified.

SECTION 3.6 Resignation. A director may resign at any time by giving written notice of his or her resignation to any other director or (if the director is not also the corporate secretary) to the Secretary of the Corporation. The resignation shall be effective when it is received by the other director or Secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice of resignation so provides.

SECTION 3.7. Removal. Any director may be removed by the shareholders, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one on the purposes, of the meeting is removal of the director. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal. If cumulative voting for directors applies at the time of the proposed removal, the director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against such removal.

SECTION 3.8. Regular Meetings. The Board of Directors may hold regular meetings within the State of Colorado or outside the State of Colorado. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than such resolution.

SECTION 3.9. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 3.10. Notice. Notice of any special meeting shall be given at least one (1) day previous thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be

delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 3.11. Waiver of Notice. A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. The waiver shall be in writing and shall be signed by the director. Such waiver shall be delivered to the Secretary for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

SECTION 3.12. Quorum. A majority of the number of directors fixed by Section 3.2. of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 3.13. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 3.14. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 3.15. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any

directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 3.16. Compensation. By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation.

SECTION 3.17. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV

Officers

SECTION 4.1. Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person, except for the offices of President and Secretary, which may not be held by the same person. Officers may be directors or shareholders of the Corporation.

SECTION 4.2. Election. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be.

SECTION 4.3. Term. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 4.4. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 4.6. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless there is a Chairman of the Board, in which case the Chairman shall preside. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in

general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 4.7. Vice President. In the absence of the President or in event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If there is more than one Vice President, each Vice President shall succeed to the duties of the President in order of rank as determined by the Board of Directors. If no such rank has been determined, then each Vice President shall succeed to the duties of the President in order of date of election, the earliest date having the first rank.

SECTION 4.8. Secretary.

The Secretary shall:

- (a) Keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more minute books provided for that purpose;
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized;
- (d) Keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder;
- (e) Sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors;
- (f) Have general charge of the stock transfer books of the Corporation; and
- (g) In general perform all duties incident to the office of the Secretary and the Board of Directors may assign such other duties as from time to time to him or her by the President or.

SECTION 4.9. Treasurer.

The Treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation;
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and
- (c) In general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine.

SECTION 4.10. Salaries. The Board of Directors shall fix the salaries of the officers from time to time, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Corporation.

ARTICLE V

Indemnify

The Corporation shall indemnify its directors, officers and employees as follows:

- a) Every director, officer, or employee of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be made a party, or in which he or she may become involved, by reason of his or her being or having been a director, officer, employee or agent of the Corporation or is or was serving at the request of the

Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he or she is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation.

- b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.
- c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article V.

ARTICLE VI

Contract, Loan, Checks and Deposit

SECTION 6.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 6.2. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the

Corporation, shall be signed by President or Treasurer of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 6.3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII

Certificates for Shares and Their Transfer

SECTION 7.1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do, and sealed with the corporate seal. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 7.2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

ARTICLE VIII

Miscellaneous Provisions

8.1. **Fiscal Year.** The fiscal year of the Corporation shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December each year.

8.2. **Dividends.** The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

8.3. **Corporate Seal.** The Board of Directors shall provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Colorado" which shall constitute the seal of the Corporation.

ARTICLE IX

Amendment

These Bylaws may be altered, amended or repealed and the Board of Directors at any regular or special meeting of the Board of Directors may adopt new By-laws.

The above Bylaws are certified to have been adopted by the Board of Directors of the Corporation on the 30th day of August, 2021.

Chairman (President) Padam Shrestha



MINUTES OF THE ORGANIZATIONAL MEETING OF:
SHRESTHA BROTHERS INC

The organizational meeting of the incorporators of SHRESTHA BROTHERS INC was held at the office of the corporation, 2521 11th Ave Greeley, CO 80631 on August 30, 2021 at 12:00 P.M.

The following were present:

Padam Shrestha

Padam Shrestha was appointed chairman of the meeting.

The chairman then presented and read to the meeting the waiver of notice of the meeting, subscribed by all of the persons named in the Articles of Incorporation, and it was ordered that it be appended to the minutes of the meeting.

The chairman then presented and read to the meeting a copy of the Articles of Incorporation and reported that on August 30, 2021, the original thereof was filed in the office of the Colorado Secretary of State. The copy of Articles of Incorporation was ordered appended to the minutes of the meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of stockholders and until their successors shall be elected and shall qualify.

The following person(s) were nominated:

Padam Shrestha

No further nominations being made, nominations were closed and a vote was taken. After the vote had been counted, the chairman declared that the foregoing named nominees were elected director(s) of the corporation.

The chairman then stated that the newly elected director(s) would assume their responsibilities immediately and that this meeting would be considered as the first meeting of directors to organize the corporation and to transact such business as should properly come before the meeting.

The chairman then presented a proposed form of By-Laws. The By-Laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the By-Laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of the officers of the corporation. The following persons were nominated to the office preceding their name:

President:

Padam Shrestha

100% Share Holder

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective name.

The chairman submitted to the meeting a seal proposed for use as the corporate seal, a specimen stock certificate proposed for use as the corporate certificate for stock, the corporate record book and the stock transfer ledger. Upon motion duly made, seconded and carried, it was

“Resolved, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further;

“Resolved, that the specimen stock certificate presented to this meeting be and hereby is adopted as the form of certificate of stock to be issued to represent shares in the corporation and further;

“Resolved, that the corporate record book, including the stock transfer ledger, be and hereby is adopted as the record book and stock transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

“Resolved, that the president of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefore.

Upon motion duly made, seconded and carried, it was

“Resolved that an office of the corporation be established and maintained at 2521 11th Ave Greeley, CO 80631 and that meetings of the Board of Directors from time to time may be held either at the principal office or at such other place as the Board of Directors shall from time to time order.

Upon motion duly made, seconded and carried, it was

“Resolved, that for the purpose of authorizing the corporation to do business in any state or country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and under the corporate seal, reports, powers of attorney and other instruments as may be required by the laws of such state or country to authorized the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation.

Upon motion duly made, seconded and carried, it was

“Resolved, that the president be and hereby is authorized to open a bank account and maintain such account on behalf of the corporation as directed by the directors.

Upon motion duly made, seconded and carried, it was

“Resolved, that the Board of Directors be and hereby are authorized to issue the unsubscribed capital stock of the corporation at such times and in such amounts as it shall determine, and to accept in payment thereof, cash, labor, personal property, real property or leases thereof, or such other property as the board may deem necessary for the business of the corporation.

Upon motion duly made, seconded and carried, it was

“Resolved that the regular annual meeting of the corporation be held at 2521 11th Ave Greeley, CO 80631 and that the annual meeting of the corporation be held on the December 30th in each year beginning with the year 2021.

Upon motion duly made, seconded and carried, it was
"Resolved, that the corporation proceed to carry on the business for which it was incorporated.

Upon motion duly made, seconded and carried, it was

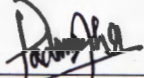
"Resolved, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated this August 30, 2021

A true copy of each of the following pages referred to in the foregoing minutes is appended hereto:

Chairman (President):



Padam Shrestha

List of Corporate Officers

SHRESTHA BROTHERS INC
2521 11th Ave
Greeley CO, 80631

Officer Name	Position Held	Ownership %	Officer Address
Padam Shrestha	President	100.00%	2136 W 101st Cir Thornton CO, 80260

STOCK CERTIFICATE

OF

PADAM SHRESTHA

THIS IS TO CERTIFY THAT **PADAM SHRESTHA** IS THE OWNER OF **10000 SHARES** OF COMMON STOCK. THE TRANSFER OF THESE SHARES MUST BE DONE IN ACCORDANCE OF THE BY-LAWS OF **SHRESTHA BROTHERS INC**, IN PERSON, OR BY A DULY APPOINTED ATTORNEY OR OFFICER OF **SHRESTHA BROTHERS INC** AND RECORDED IN THE BOOKS OF THE CORPORATION.

OCTOBER 07
2021



SIGNED, *Padam Shrestha*, President

OFFER FOR PURCHASE AND SALE, ASSETS, EARNEST MONEY RECEIPT AND AGREEMENT

1. Received from SHRESTHA BROTHERS INC and/or Assigns, on September 16, 2021, hereinafter referred to as **BUYER**, the sum of Ten Thousand Dollars (\$10,000.00) in the form of a Personal Check or Bank Wire Transfer as a deposit on the purchase price of all the equipment fixtures, goodwill, inventory, trademarks, trade names, lease, and other intangible assets of that certain business known as: Gordon's Discount Liquor Mart (100% owned by Nirbhao Inc) located at 2521 11th Ave, Greeley, Colorado 80631, hereinafter referred to as **SELLER**.

2. **Purchase Price:**

\$430,000.00	Tangible and Intangible Business Assets
\$300,000.00	Estimated Amount of Inventory at Close
\$730,000.00	TOTAL PURCHASE PRICE

Shall be paid as follows:

- a. \$10,000.00 **Earnest Money:** Deposited on the date of this agreement (see Section 10).
 - b. \$182,500.00 **Total Down Payment:** This amount includes Earnest Money deposit of \$10,000.00. 25% Down Payment is subject to bank approval and may be increased or decreased at the discretion of the lending institution.
 - c. \$547,500.00 **Balance of Payment:** to be deposited with escrow holder at the settlement (through escrow) in cash or certified funds.
 - d. \$0.00 **Seller Carry Financing:** Portion of purchase price to be paid to Seller pursuant to a Secured Promissory Note in said amount, with interest at 5.5 % per annum, amortized over 10 years, to be secured by a security agreement and a financing statement as provided by the Uniform Commercial Code of Colorado which shall be filed with the appropriate State agency. This amount will be escrowed with a closing attorney or a bank.
 - e. \$730,000.00 **TOTAL PURCHASE PRICE**
3. **Contingencies of the Sale**
 - a. **Due Diligence Period:** Offer is contingent upon approval and acceptance of the books and records, equipment list within 5 days of this contract. This includes inspection/review of financials and due diligence items.
 - b. **Financing:** Offer is contingent on Buyer obtaining bank financing. Financing standards shall apply to the "industry norms" at the time of the executed contract. Buyer shall apply for a loan to a bona fide lending institution within 5 Days of this contract being mutually executed.
 - c. **Lease:** In the event this offer involves the transfer of a Seller's leasehold interest, the closing is contingent upon a valid lease assignment, sublease of existing lease, or new lease consented to by the landlord of said property, and acceptable to Buyer. If existing lease is transferred and Seller has paid a security/damage deposit, the deposit will be paid or credited to SELLER in addition to the Purchase Price at closing.
 - d. **Licensing:** On or before the date of closing Buyer shall obtain (in cooperation with Seller) all necessary State, County and/or City licenses and inspection approvals, including a temporary liquor permit (if applicable). Buyer shall make application for such licenses and permits within three (3) business days after Buyer's receipt of an acceptable lease and loan approval from their lending institution. Buyer and Seller understand that this transaction is based on a temporary liquor permit as opposed to a permanent license and accept the risk of same.
 - e. **Additional Inventory:** Any additional inventory above \$300,000.00 shall be financed by the Seller at terms and rates to be negotiated between the Purchaser and Seller.
 4. **Additional Conditions**
 - a. **Equipment Inspection:** An independent, third party inspection of the equipment may be made within 10 days of the issuance of a Letter of Intent to Fund from the financial institution pertinent to this transaction.
 - b. **Non-Compete:** Seller agrees not to compete with Buyer in this type of business for a period of 5 years, within 5 miles of this location.
 - c. **Support After Sale:** Seller agrees to provide 2 weeks of ongoing support operating and transferring the business to BUYER, not to exceed 40 hours per week. After this initial period, Seller agrees to provide ongoing support to BUYER for up to 2 hours per week for an additional 6 weeks to be completed by phone and/or email.

- d. **Wholesaler Affidavits:** Seller shall successfully obtain *ALL* pertinent Wholesaler Affidavits from their respective alcohol vendors reflecting "PAID IN FULL" prior to, or at close.
5. Closing shall take place on or before November 30, 2021. Attorney closing costs shall be shared equally by Buyer and Seller.
 6. Inventory shall be in addition to the purchase price at wholesale cost. Count to be completed by Seller and Buyer prior to closing. Liquor inventory shall be counted at retail price minus 25%. Cigarettes and tobacco shall be counted at actual wholesale price. Inventory shall be conducted by an independent third party and the cost of the services shall be equally shared by Buyer and Seller. Buyer and Seller understand and accept the reality of Inventory being a changing and fluid situation. Seller shall make every effort to be at/near the contracted amount of inventory at close.
 7. The liquor license transfer process and associated fees shall be the sole responsibility of the Buyer.
 8. The sales tax on fixtures and equipment, if any, shall be paid by the Buyer at settlement (through escrow) and all other taxes and similar expenses shall be pro-rated as of the date of transfer of ownership.
 9. Seller warrants that at the time physical possession is delivered to Buyer, all equipment will be in working order and the premises will pass all inspections necessary to conduct such business. Possession date shall be at settlement (close of escrow).
 10. Escrow holder is authorized to draw the necessary escrow instructions for consummation of this transaction. Buyer and Seller agree to execute all documents necessary to consummate this transaction, including, where applicable, such documents as are necessary to comply with the Bulk Transfer provisions of the Uniform Commercial Code of Colorado.
 11. Buyer and Seller do hereby, jointly and severally, acknowledge direct and authorize broker to deposit amounts of earnest money and hold same in: Business Brokerage Services – TRUST account.
 12. This document contains the entire understandings between the parties and should there be any conflict between the provisions of this agreement and any escrow instructions executed pursuant hereto, the provisions of this agreement shall control.
 13. This agreement and any other exhibits and/or addenda attached hereto and signed by the parties, constitutes the entire agreement; there are no oral agreements, understandings or representations being relied upon by the parties. Any modifications must be in writing and signed by all parties to this agreement.
 14. The Seller warrants that it has a good, clear and recorded, marketable title to the business being sold.
 15. When signed by Buyer, this deposit receipt is an offer on the part of Buyer to purchase the above business on the terms stated and should the Seller fail to accept this offer by his signature hereon within 2 days, Buyer shall revoke this offer and deposit will be returned by Broker to Buyer.
 16. Seller irrevocably, authorizes escrow agent to pay such fee to Broker as denoted in Listing Agreement, or 50% of the deposit in case such deposit is forfeited by Buyer, provided such payment shall not exceed the full amount of Broker's fee in cash at close of escrow, all in accordance with the signed Listing Agreement, if any, previously entered into by Broker and Seller.
 17. Termination. In the event a contingency provided for in this agreement or any addenda hereto shall not be removed or satisfied within the time provided for such removal or satisfaction, the party in whose benefit the contingency exists may elect in writing to: (1) terminate this agreement and in that case the earnest money paid down shall be returned to the Buyer (within 24 hours of termination) and the parties released from all obligations hereunder; (2) extend the time for closing of this agreement to satisfy the contingency; or (3) waive the unsatisfied contingency and close this agreement.
 18. Default and Remedies. In the event all contingencies have been satisfied, waived, or removed, but either party fails to close this agreement, then the parties shall have the following rights and remedies:
 - a. If the Seller shall so default, the Buyer may elect to terminate this agreement and have the earnest money immediately refunded or treat the agreement as in full force and effect and sue the Seller for damages incurred by the Seller's breach.
 - b. If the Buyer shall so default, the Seller may treat the agreement as terminated and be allowed to retain the earnest money deposit.
 - c. In the event any litigation arising out of any party under this agreement, the prevailing party in such litigation shall be entitled to receive its reasonable attorney's fees and costs incurred in such litigation.
 19. Subsequent Offers. Upon Seller's acceptance of this offer to purchase, Seller does hereby direct Broker not to advise or present Seller with any subsequent offer(s) received by Broker until after forfeiture by Buyer or other termination of this agreement.
 20. Parties' Reliances.
 - a. AS TO BUYER: By signing this agreement, the Buyer hereby acknowledges that the Buyer is relying solely on the Buyer's own inspection of the business and the representations of the Seller. Not of the Broker with regards to the prior operating history of the business, the value of the assets being purchased and all other material facts of the Seller in making this offer. Buyer acknowledges that Broker has not verified and will not verify the representations of the Seller and should any such representations be untrue, Buyer agrees to look solely to the Seller for relief and to indemnify Broker and hold Broker harmless in connection with all losses and damages caused Buyer thereby.

- b. **AS TO SELLER:** Seller acknowledges that Broker has made no representations concerning the creditworthiness or ability of Buyer to complete this transaction and relies solely on Buyer representations and not Broker with respect thereto.
 - c. Buyer and Seller individually acknowledge and agree to terms of this section.
- 21. In the event the Premises are damaged by fire or other casualty prior to time of closing in an amount of not more than ten percent of the total purchase price, Seller shall be obligated to repair same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this Agreement may be terminated at the option of Buyer. Should Buyer elect to carry out this Agreement despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Premises and Assets not to exceed the total purchase price. Should any Asset fail or be damaged between the date of this Agreement and the date of closing, then Seller shall be liable for the repair or replacement of such Asset with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement.
 - 22. Seller warrants there is no outstanding litigation pending which affects the Assets or the Business.
 - 23. Seller warrants the Assets are free and clear of any debt or obligation as of the date of closing or will be as a result of payment from Seller's proceeds.
 - 24. Business Brokerage Services LLC (Broker) Commission will be paid by Seller a flat fee of \$25,000.00.
 - 25. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute one and the same instrument. Signatures exchanged by facsimile and/or other electronic means (including .pdf by email) shall be deemed original signatures for all purposes.
 - 26. **By acceptance of this contract, Buyer and Seller agree to unconditionally cooperate with any and all reasonable or necessary requests for documents, completion of tasks, or any other assistance that is needed by Broker, Lending Institution, Landlord, Licensing Agency, or any other pertinent party that is germane to the sale and close of this business opportunity.**
 - 27. **Legal Document. This is a legally binding document. Read it carefully. If you do not understand it, consult an attorney. Broker is not authorized to give legal advice.**

—SIGNATURE PAGE TO FOLLOW—



—SIGNATURE PAGE—

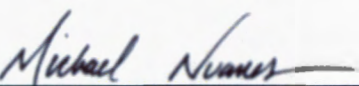
BUYER(S) hereby agrees to buy on the terms set forth above.


Padam Shrestha (Sep 16, 2021 14:45 MDT) Sep 16, 2021
Buyer: Padam Shrestha for SHRESTHA BROTHERS INC Date

SELLER(S) hereby agrees to sell on the terms set forth above.


Mandeep Kaur (Sep 16, 2021 14:54 MDT) Sep 16, 2021
Seller: Fnu Mandeep Kaur for Nirbhao Inc Date

Transaction Agency services provided by the undersigned agent of Business Brokerage Services, LLC.


16 September 2021
Broker: Michael Nuanes Date

Offer - Gordon's Discount Liquor Mart

Final Audit Report

2021-09-16

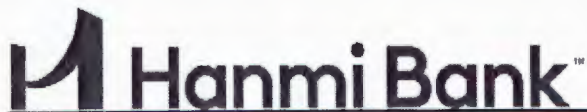
Created:	2021-09-16
By:	Michael Nuanes (michael@denverbbs.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA43HyTQW1yOCFDQ4IUEVQUslwVZNJrtV-

"Offer - Gordon's Discount Liquor Mart" History

-  Document created by Michael Nuanes (michael@denverbbs.com)
2021-09-16 - 8:38:42 PM GMT- IP address: 201.137.11.130
-  Document emailed to Padam Shrestha (padamstha143@gmail.com) for signature
2021-09-16 - 8:40:02 PM GMT
-  Email viewed by Padam Shrestha (padamstha143@gmail.com)
2021-09-16 - 8:40:08 PM GMT- IP address: 74.125.212.153
-  Document e-signed by Padam Shrestha (padamstha143@gmail.com)
Signature Date: 2021-09-16 - 8:45:14 PM GMT - Time Source: server- IP address: 172.58.62.219
-  Document emailed to Mandeep kaur (manjeet.manjeet.ms@gmail.com) for signature
2021-09-16 - 8:45:16 PM GMT
-  Email viewed by Mandeep kaur (manjeet.manjeet.ms@gmail.com)
2021-09-16 - 8:53:44 PM GMT- IP address: 97.122.232.132
-  Document e-signed by Mandeep kaur (manjeet.manjeet.ms@gmail.com)
Signature Date: 2021-09-16 - 8:54:40 PM GMT - Time Source: server- IP address: 97.122.232.132
-  Agreement completed.
2021-09-16 - 8:54:40 PM GMT



Adobe Sign



SBA Lending Division
3660 Wilshire Blvd., Suite 1100, Los Angeles, CA 90010
Tel: (213) 427-5722 Fax: (213) 427-5774

October 26, 2021

Padam Shrestha
Dil K. Shrestha
2136 W 101st Cir
Thornton, CO 80260

Re: Non-Binding Letter of Intent

Dear Applicant:

Hanmi Bank ("**Hanmi**") is pleased to provide this non-binding letter of intent (this "**Letter**"). The Letter is intended only to serve as an outline, on a preliminary basis, of basic points of our proposal around which the final terms and documentation may be negotiated and structured. Further negotiations adding to or modifying the general scope of these basic points shall not be precluded by the issuance of this Letter and its acceptance by you.

Hanmi's commitment to make the below described credit facility (the "**Loan**") is subject to approval by Hanmi's appropriate committee or person; and the execution of a definitive loan agreement, (the "**Loan Agreement**") and other related documents acceptable to Hanmi and its counsel. The basic points, terms and conditions for the proposed Loan include, but are not limited to the following:

Proposed Loan Terms and Conditions:

<i>Applicant</i>	Entity to be established
<i>Loan Type</i>	SBA 7(a) Loan Program
<i>Amount</i>	\$558,000 to purchase an existing business named Gordon's Discount Liquor Mart located at 2521 11 th Ave, Greeley, CO 80631 including closing costs of \$15,000
<i>Rate</i>	WSJP + 2.00%, adjusted calendar quarterly (WSJP as of today is 3.25%)
<i>Term</i>	10 years, fully amortized
<i>Payment</i>	\$5,987, initially
<i>Loan Fee</i>	1) SBA Guaranty Fee: \$11,592.45 2) Hanmi Packaging Fee: \$1,500.00 3) All related loan fees and third party report fees to be paid for by the borrowers out-of-pocket.
<i>Collateral</i>	a) First Position UCC-1 filing on all business assets of Entity to be established dba Gordon's Discount Liquor Mart b) 2 nd T/D on SFR located at 2136 W 101 st Cir, Thornton, CO 80260 c) Additional collateral may be required by Hanmi and/or the U.S. SBA
<i>Guarantor(s)</i>	Padam Shrestha Dil K. Shrestha
<i>Prepayment Fee</i>	None with 21 days notice
<i>Conditions to Closing</i>	See below

The following are additional terms and conditions to which the Applicant and Hanmi agree:

1. Submission and verification of all required documents, including financial documents;
2. Results of agency reports satisfactory to Hanmi, including, but not limited to, credit, appraisal, preliminary title and environmental and a business plan;
3. Satisfaction of all leasing terms and conditions including the lease term covering the loan term including the option period, if appropriate;
4. Satisfaction of all financial and non-financial covenants;
5. Results of Hanmi's due diligence review satisfactory to Hanmi;
6. Satisfactory business valuation with a minimum value of \$430,000 excluding inventory of \$300,000;
7. AM Best Rating of A- or better for all insurance required for the loan, including, but not limited to, building, personal property, general liability, life insurance and liquor liability. An AM Best Rating of B+ or less will not be acceptable;
8. Satisfactory verification of down payment for \$187,000 from non-borrowed source;
9. Satisfactory submission and IRS verification for seller's 2018, 2019 and 2020 tax returns;
10. Satisfactory verification of a minimum debt service coverage ratio of 1.15x per 2020 tax return after sufficient owner's salary is paid to support 70% debt to income ratio;
11. No material adverse change of the applicant prior to funding of the Loan;
12. Final approval of the Loan by the appropriate person or committee under Hanmi's then current Loan Policy and by the U.S. SBA; and
13. Completion and execution of documentation recording satisfactory to Hanmi.

Other term and conditions will be discussed further during the negotiation process and all terms and conditions shall be memorialized in the final Loan Agreement.

Notwithstanding anything else contained herein, Hanmi shall not be under any obligation whatsoever to close the Loan unless each and every requirement contained in this Letter, and as negotiated hereafter, has been met to the satisfaction of Hanmi. Particulars outlined in this Letter of Intent will automatically lapse, expiring on November 9, 2021.

Please acknowledge your agreement to proceed with the Loan by signing and returning a copy of this Letter to the undersigned. By signing this Letter, you agree with Hanmi that this Letter is provided merely as a guideline to specify some of the proposed terms and conditions of the proposed Loan contemplated herein. This letter is provided for discussion and negotiation purposes and is not a commitment or offer by Hanmi to make the Loan, nor does this Letter constitute a binding agreement by either party or an agreement by either party to enter into a binding agreement with respect to the Loan.

By signing this Letter, you further acknowledge and agree that this Letter does not include all of the terms and conditions that may be included in the final Loan Agreement that may be executed in connection with the proposed Loan, and that, if applicable, the terms and conditions of such final Loan Agreement will supersede any inconsistent terms and conditions of this Letter. Hanmi's willingness to make the Loan is subject to full and complete underwriting, due diligence, documentation and internal approvals.

The contents of this Letter are confidential and are intended for use exclusively by the parties, their advisors and legal counsel in connection with the proposed Loan and may not be disclosed to any third party by you or your representatives.

Hanmi's willingness to make the Loan is subject to full and complete underwriting, due diligence, documentation, receipt of updated financial information (if needed) and internal approvals. Neither party hereto shall have any legal or financial obligations to the other with respect to the proposed Loan contemplated herein unless and until all the terms and conditions of the proposed Loan have been negotiated and agreed to by the parties hereto and set forth in a final, binding Loan Agreement which has been properly approved, authorized and executed by the parties. Neither party may claim any legal rights against the other by reason of the signing of this Letter, or the taking of any action in reliance thereon.

Please acknowledge your agreement to proceed with the proposed Loan no later than September 30, 2021 and submit the executed letter to Hanmi together with a check for \$3,500 with proceeds used for any expense incurred by Hanmi in conjunction with due diligence which may include, without limitation, such things as obtaining appraisal reports, environmental reviews and a collateral audit. Hanmi, in its sole discretion can determine that the Loan, as described above, or as later amended, is not appropriate for funding. If this occurs, any funds spent by Hanmi in conducting due diligence, will be non-refundable.

Any extension of this non-binding Letter of Intent will be granted at the sole discretion of Hanmi and must be in writing. You may not assign this Letter without Hanmi's prior written consent. Either party may terminate this Letter at any time upon written notice to the other party.

We appreciate the opportunity to earn your business and look forward to establishing a mutually satisfying banking relationship with you. If you have any questions, please contact Laura Kim at 303-522-7789.

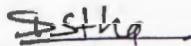
Sincerely,



Mindy Kim
Senior Vice President & SBA Banking Manager

APPLICANT ACKNOWLEDGES AND ACCEPTS THE PROPOSED LOAN BASED ON THE GENERAL TERMS AND CONDITIONS OUTLINED ABOVE.

By signing this Letter you have given consent to Hanmi to obtain tax return information from the IRS on all Borrowers, Guarantors and Affiliates. Pursuant to 26 USC 6103(c) and Section 2202 of the Taxpayer First Act, the IRS may disclose the return information with respect to a taxpayer to such person or persons as the taxpayer may designate in a request for or consent to such disclosure, or to any other person at the taxpayer's request to the extent necessary to comply with the request for information or assistance made by the taxpayer to such person. Hanmi shall not use the tax return information for any purpose other than the express purpose for which consent was granted and shall not disclose return information to any other person without the express permission of, or request by, the taxpayer. In the preparation of the proposed application, you provide consent for Hanmi to share the tax return information with the U.S. Small Business Administration, appraisers, referral sources, etc. as may be necessary to obtain loan approval, funding, servicing and sale of guaranteed portion of the proposed loan.



9-17-2021

Signature & Date

Padam Shrestha Dil K. Shrestha

Name: Padam Shrestha & Dil K. Shrestha

Title:

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

PROMISSORY NOTE

U.S. \$172,000.00

Greeley, Colorado
November 1, 2021

1. FOR VALUE RECEIVED, the undersigned (Borrower) promise(s) to pay

NIRBHAO INC

or order, (Note Holder) the principal sum of ONE HUNDRED SEVENTY-TWO THOUSAND AND 00/100 U.S. Dollars, with 5.50 percent interest per annum on the unpaid principal balance until maturity. Principal shall be payable at 11450 Melody Dr # B204, Northglenn, CO 80234, or at the address the Note Holder designates, in 120 payments of principal and interest in the amount of ONE THOUSAND EIGHT HUNDRED SIXTY-SIX and 65/100 U.S. Dollars (\$1,866.65) due on the 1st day of each month beginning December 1, 2021 through November 1, 2031. If not sooner paid, all outstanding principal shall be due and payable on November 1, 2031.

2. Borrower shall pay to the Note Holder a late charge of 10 percent of any payment not received by the Note Holder within ten days after the payment is due.

3. Should Borrower fail to pay any payment within 45 days of the due date, Note Holder shall have the option to foreclose on the business currently known as Shrestha Brothers Inc in order to cure the debt.

4. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the rate specified below, if any, to accrued interest first specified above, and the balance applied in reduction of the principal amount hereof.

5. If any payment required by this Note is not paid when due, or if any default under any Security Agreement securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of 18 percent annum from the date of default. The Note Holder shall be entitled to collect all reasonable costs and expenses of collection and/or suit, including, but not limited to reasonable attorney's fees.

6. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty except (NO EXCEPTIONS).

Any partial prepayments shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

7. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

8. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at the Borrower's address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be in writing and shall be given and be effective upon (1) delivery to Note Holder or (2) by mailing such notice by first-class U.S. mail, to the Note Holder at the

address stated in the first paragraph of this Note, or to such other address as Note Holder designate by notice to Borrower.

9. The indebtedness evidenced by this Note is secured by a Security Agreement dated of even date, and until released said Security Agreement contains additional rights of the Note Holder. Such right may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Security Agreement for such additional terms. Said Security Agreement grants rights of property identified as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Property address: 2521 11th Avenue, Greeley, CO 80631

10. BORROWER SHALL HAVE THE RIGHT TO SET OFF AGAINST THE PAYMENT DUE UNDER THIS NOTE ANY BILLS OR OBLIGATIONS OF NOTE HOLDER WHICH ACCRUED DURING AND RELATING TO NOTE HOLDER'S OWNERSHIP OF THE BUSINESS HEREBY SOLD AND WHICH ARE PAID BY BORROWER AFTER BORROWER HAS GIVEN NOTE HOLDER TEN DAY'S WRITTEN NOTICE AND NOTE HOLDER HAS FAILED OR REFUSED TO PAY.

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

IF BORROWER IS CORPORATION:

Shrestha Brothers Inc,

By: Padam Shrestha, President

Borrower's address: 2136 W 101st Cir, Thornton, CO 80260

KEEP THIS NOTE IN A SAFE PLACE.

CERTIFICATE OF OCCUPANCY APPROVAL

CITY OF GREELEY, COLORADO
BUILDING INSPECTION DIVISION

THIS CERTIFICATE SHALL BE POSTED PERMANENTLY AND MAINTAINED IN A CONSPICUOUS PLACE AND BE READILY ACCESSIBLE ON THE PREMISES FOR WHICH IT IS ISSUED.

BUILDING ADDRESS: 2521 11TH AVE

PROJECT NO: SREV2021-0443

OCCUPANT OF BUILDING: SHRESTHA BROTHERS INC

OWNER OF BUILDING: PADAM SHRESTHA

ADDRESS: 2521 11TH AVE GREELEY, CO

IBC OCCUPANCY: M

ZONING: C-H

USE OF BUILDING: RETAIL (LIQUOR
STORE)

EXISTING CONFORMING STRUCTURE

EXISTING CONFORMING USE

This certifies that the building or structure or portion thereof located at the above address has been inspected and found to substantially comply with the provisions of the Building and Zoning Codes of the City of Greeley, Colorado.
The occupancy thereof as indicated is hereby authorized for the area specified.

NOTICE: No change in the use of this building shall be made without the issuance of a new certificate of occupancy for that new use.

DAVID FONTAINE

OCTOBER 19, 2021

BUILDING OFFICIAL

DATE

CITY OF GREELEY LICENSE

1000 10th Street
Greeley, CO 80631
970-350-9733

Business Name:

Shrestha Brothers INC

Doing Business As:

Gordons Discount Liquor
Mart

Certification Site:

2521 11th ave
Greeley, CO 80631



Director of Finance

Account Number:

112967

Issue Date:

December 1, 2021

Expiration Date:

November 30, 2023

License Type:

Business License

License Fee:

N/A



License Number: 117473

This license is issued subject to all the terms and provisions of all of the ordinances of the City of Greeley in force and effect relating hereto and is subject to revocation and upon these terms is so accepted by the licensee herein named.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SHRESTHA BROTHERS INC

is a

Corporation

formed or registered on 08/30/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211805302 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/06/2021 that have been posted, and by documents delivered to this office electronically through 10/07/2021 @ 15:07:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2021 @ 15:07:24 in accordance with applicable law. This certificate is assigned Confirmation Number 13495912 .

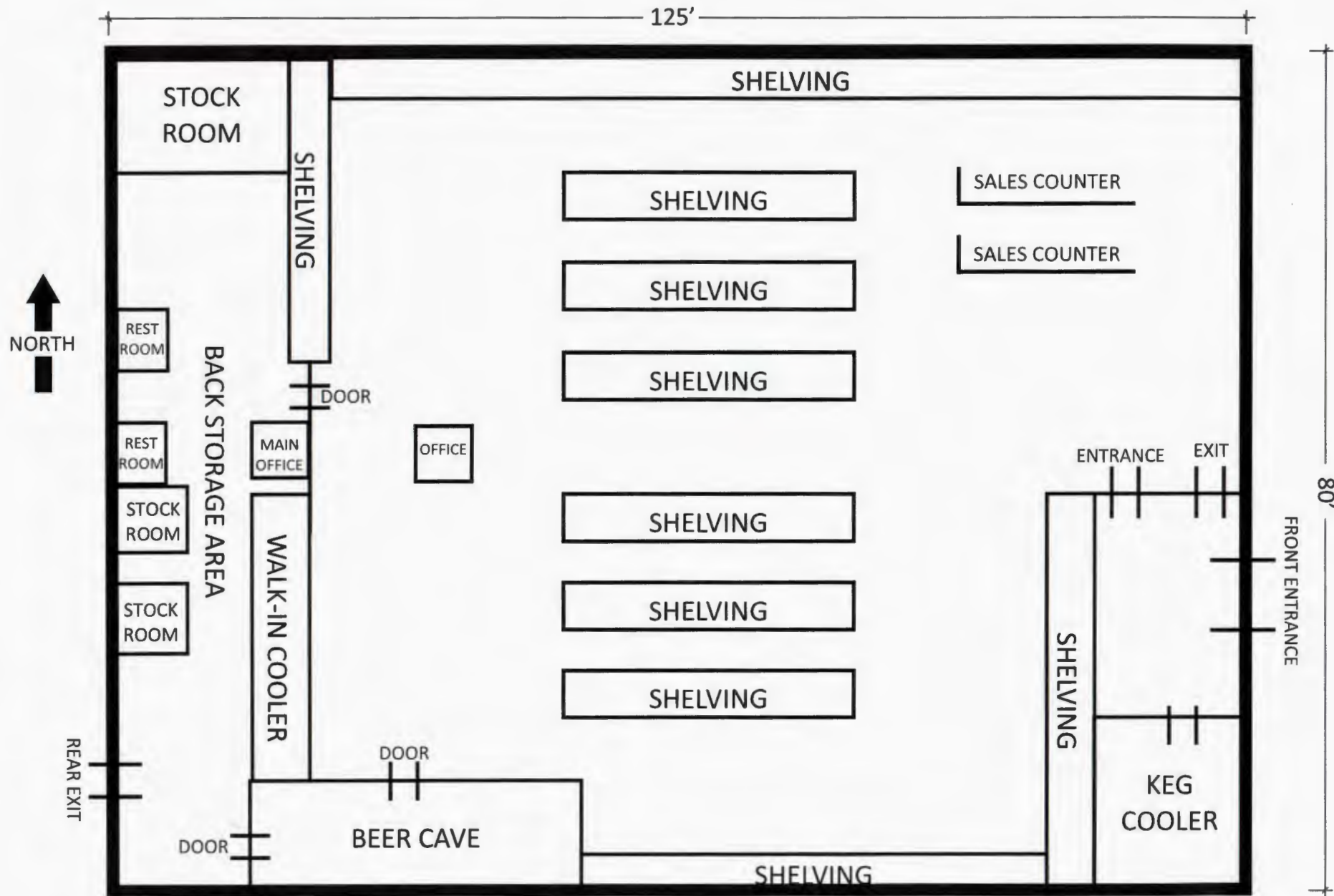


Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



GORDONS DISCOUNT LIQUOR MART

2521 11TH AVENUE
GREELEY, CO 80631
APPROXIMATELY 10,000 SF

**MAIN OFFICE FOR BOOKS & RECORDS

SHOPPING CENTER LEASE

THIS LEASE, made and entered into this 12th day of August, 2019, between Great Northern Properties, L.L.P., hereinafter called the "Landlord", and Nirbhao, Inc., hereinafter called the "Tenant",

WITNESSETH:

Premises: That, in consideration of the payment of the rent hereinafter provided and the keeping and performance of each of the covenants and agreements of Tenant hereinafter set forth, Landlord does hereby lease unto Tenant the following described premises (herein referred to as the "demised premises"), located in the Hillside Center Shopping Center (herein referred to as the "Shopping Center" or "Center"), situated in the City of Greeley and the County of Weld, in the State of Colorado, to-wit:

Those certain premises designated as 2521 11th Avenue, Greeley, CO 80631 consisting of approximately 10,000 square feet.

1. TERM: To have and to hold the same with all the appurtenances unto Tenant from twelve o'clock noon on the 1st day of September, 2019, to twelve o'clock noon on the 1st day of September, 2029.

2. MINIMUM RENT: Tenant shall pay Landlord a minimum rental for the full term aforesaid of Six Hundred and Three Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$603,276.00), payable in monthly installments of:

\$2,583.00/Mo or \$30,996.00/Yr (09/1/19-09/1/20)	@ \$3.10	S/F
\$3,583.00/Mo or \$42,996.00/Yr (09/1/20-09/1/21)	@ \$4.30	S/F
\$4,583.00/Mo or \$54,996.00/Yr (09/1/21-09/1/24)	@ \$5.50	S/F
\$5,833.00/Mo or \$69,996.00/Yr (09/1/24-09/1/25)	@ \$7.00	S/F
\$5,950.00/Mo or \$71,400.00/Yr (09/1/25-09/1/26)	@ \$7.14	S/F
\$6,069.00/Mo or \$72,828.00/Yr (09/1/26-09/1/27)	@ \$7.28	S/F
\$6,191.00/Mo or \$74,292.00/Yr (09/1/27-09/1/28)	@ \$7.43	S/F
\$6,315.00/Mo or \$75,780.00/Yr (09/1/28-09/1/29)	@ \$7.58	S/F

in advance, on or before twelve o'clock noon on the first day in each calendar month during the said term at the office of Wheeler Properties, Inc., 1130 38th Avenue, Suite B, Greeley, Colorado 80634 or at such other place as Landlord may designate from time to time in writing. In the event that rent due under this Lease shall commence on any day other than the first day of a calendar month, then the rental payments shall be adjusted to the first day of the first full month at the beginning of the term of this Lease.

Late Charge: The Landlord may make a collection service charge in the minimum amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) or three percent (3%) monthly, whichever is greater, of any rent installment, percentage rental or other payment provided herein which is delinquent 10 days or more.

3. SECURITY DEPOSIT: Tenant hereby further agrees to deposit with Landlord at the time of execution of this Lease the sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00), which shall be held by Landlord as security for the faithful performance by Tenant of all of the terms contained herein to the date of expiration of this Lease, said deposit to be returned to Tenant by Landlord upon the expiration of the term of this Lease, provided Tenant is not in default. The security deposit received by Landlord from Tenant pursuant to this Lease shall be held by Landlord without interest to

Tenant, and disbursed according to the terms of this Lease and according to law. In the event Landlord appoints his agent to hold and disburse said funds, consent is hereby given by the Tenant for such appointment. In the event Landlord, his successors and assigns, sell, lease or otherwise convey the property herein during the term of this Lease or subsequent leasehold periods, Tenant hereby gives his consent to the Landlord, his successors and assigns, or agent, to deliver the security deposit unto the subsequent Landlord, his successors or assigns, without the necessity of obtaining further consents from the Tenant upon transfer of funds. Tenant likewise holds the previous Landlord or his agent harmless from any claim for such funds lawfully transferred to subsequent Landlord.

4. PERCENTAGE RENT: N/A

5. ADDITIONAL RENT: Tenant shall pay as additional rent any money or other charges required to be paid by the Tenant under this Lease, whether or not the same is designated "additional rent".

6. WARRANTY OF TITLE: Landlord warrants that he is well seized of the premises herein demised and has a full and legal right to execute this Lease in the form and manner herein above set forth.

7. LANDLORD NOT A PARTNER: Although the amount paid to Landlord as and for rental for the use of the demised premises is partially based upon a percentage of gross "sales and business transacted", nothing herein contained shall be deemed, held or construed as creating Landlord as a partner, agent, associate of, or in a joint venture with Tenant in the conduct of the business, nor as rendering Landlord liable for any debts, liabilities or obligations incurred by Tenant in the conduct of said business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of Landlord and Tenant.

8. REPAIRS: Landlord shall make, at Landlord's sole expense, all necessary repairs to the roof, to the structural portion of the building, and to the exterior walls of the demised premises (excluding windows, doors and window and door hardware), except where such repairs are made necessary by an act or acts of Tenant, or by Tenant's negligence, its agents, employees, licensees or any party working at or under the Tenant's direction. The Landlord shall not be responsible to make any plumbing, electrical or mechanical repairs or replacement or other improvements or repairs of any kind whatsoever at the demised premises.

9. REPLACEMENT OF BUILDING: Landlord shall keep the building of which the demised premises are a part insured against loss or damage by fire. If the demised premises are damaged or destroyed by fire at any time after the date of this Lease, or if, after such date, said premises are damaged or destroyed through any cause not directly attributable to the negligence of Tenant, Landlord shall proceed with due diligence to repair or restore the same to the same condition as existed before such damage or destruction, and as soon as possible thereafter will give possession to the Tenant of the premises herein demised without diminution or change of location. Provided, however, that in case of total destruction of the demised improvements by fire, or in case the improvements are so badly damaged that, in the opinion of the Landlord, it is not feasible to repair or rebuild the same, then, and in that event, Landlord shall have the right to terminate this Lease instead of rebuilding the improvements; provided, however, that Landlord shall give Tenant written notice of Landlord's intention to terminate, said notice to be served not later than 30 days after the occurrence of the damage to the property. If, because of fire or other casualty, the premises are rendered temporarily untenable, minimum rent shall abate until the premises are restored to their former condition.

It is further agreed, however, that the replacement or repair of any portion of the demised premises damaged in connection with any burglary or other forcible entry into the premises or damage directly attributable to the negligence of the Tenant, other than damage caused by fire, shall be at the sole expense of Tenant.

10. TENANT'S OBLIGATIONS: Tenant agrees: to pay the rent for said premises as herein above provided promptly when due and payable; to pay all charges for trash removal and water/ sewer charges * ; and for heating, air conditioning and lighting said premises; to repair and maintain all the improvements upon said premises as needed, including all sewer lines, hot water heaters, plumbing, plumbing fixtures, heating and air conditioning appliances and ducting, electrical equipment and systems, glass, screens, doors and door hardware, window and door frames, windows and floor covering at the expense of said Tenant (See Paragraph 39. Additional Provisions #1); to hold Landlord harmless and free of any liability resulting from any personal injury or property damage which may result from any failure by plumbing, sewers, water damage from any source whatsoever, provided the same has not been caused by Landlord's willful misconduct in failure to make repairs to any basic structural portion of the building; to pay the cost of any replacement or repair of any portion of the demised premises damaged in connection with any burglary or forcible entry into the premises; to order no repairs or improvements to the demised premises at the expense of Landlord, and, at the expiration of this Lease, to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear and tear excepted; to use said premises for no purpose prohibited by the laws of the United States, the State of Colorado, and applicable ordinance or regulations now in force or hereafter enacted, and for no improper or questionable purpose whatsoever; to maintain no coin-operated devices outside the leased premises; to keep the sidewalks in front of and around said premises free from ice and snow and free from all litter, dirt, debris, and obstructions; to keep said premises clean and in the sanitary condition required by the laws of the State of Colorado, and all applicable ordinances or regulations; to neither permit nor suffer any disorderly conduct, noise, odors, or nuisance whatsoever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises; to keep no animals on the premises nor use the premises for living quarters; to neither hold nor attempt to hold the Landlord liable for any injury or damage either proximate or remote occurring through or caused by any repairs, alterations, injury or accident to the above demised premises, to adjacent premises or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor liable for any injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing resulting from freezing or otherwise unless said injury or damage results from the willful misconduct of the Landlord; to neither permit nor suffer said premises, or the walls or floors thereof to be endangered by overloading; to permit the Landlord to place a "For Rent" sign upon said premises at any time 30 days before the end of this Lease; to permit Landlord, at any reasonable hour of the day, to enter into or upon and go through and view said premises; to surrender and deliver up the possession of said premises promptly at the termination or expiration of this Lease. * Landlord will read meter located in premises monthly and bill Tenant accordingly.

11. USE OF PREMISES:

A. Tenant shall operate and maintain in said demised premises for the term of this Lease, a Retail Liquor Store which shall include the sale and offering for sale of all of the goods, wares and merchandise and the performance of such services as are usually incident to said business, but to refrain from the sale of merchandise not usually incident to said business. The operation of any other business on the demised premises is expressly prohibited. Tenant shall not place on the premises, under any circumstances, any pinball machine, slot machine, electric game or amusement device, coin vending

machine, i.e. cigarette, pop, candy machine, pool table or other recreation or entertainment device for use by persons on the demised premises. Nothing in this Lease shall be construed as granting Tenant an exclusive right to the sale of any merchandise or service.

B. Business Hours: Tenant hereby covenants with Landlord that Tenant, during the term and for such further time as Tenant or any other person or persons claiming through or under Tenant shall hold the premises or any part thereof, will keep the premises open for business during all such days and hours as are customary for businesses of the type permitted to be conducted hereunder and/or shall be utilized by a majority of the other occupants of the shopping center and at all such times fully manned and in full operation, in good faith with adequate inventory of quality merchandise, as necessary for the proper operation of the premises. Landlord shall notify Tenant of customary hours determined by the seasonal traffic generated by the Center and Tenant agrees to maintain such hours.

C. Continued Use: Tenant agrees to, and it is the essence of this Lease that the Tenant shall continuously and uninterruptedly during the term of this Lease occupy and use the premises for the purpose herein above specified except while the premises are untenable by reason of fire or unavoidable casualty.

12. FIXTURES: It is agreed that the Tenant will use only first class fixtures and equipment in the demised premises.

13. ALTERATIONS: Tenant shall make no alterations, changes, additions or improvements to the premises without the Landlord's prior written consent. No such alteration, change, addition or improvement, when consented to by the Landlord, shall be done so as to lessen or materially or disadvantageously affect the value of the premises or the shopping complex of which the premises are a part. Prior to commencing any alterations, changes, additions or improvements, to which the Landlord has consented, and the cost of which is in excess of \$2,000.00, the Tenant shall deliver to the Landlord, for Landlord's approval, among such other things as the Landlord may reasonably require: (1) Plans and specifications covering the proposed alteration, change, addition or improvement; (2) a written estimate by a reputable architect or engineer of the cost thereof or a bid from a responsible contractor to perform same; (3) a completion, labor and materials bond in sufficient amount to cover said cost, or other security for payment satisfactory to Landlord; (4) Such additional general accident and public liability policies of insurance and evidence of Workmen's Compensation coverage as reasonably required, and; (5) The contract with the proposed contractor.

14. SIGNS: Tenant shall not erect or install any exterior or interior window or door signs or advertising media or window or door lettering or placards without previous written consent of Landlord. Tenant agrees to install not later than 30 days after occupancy, an exterior sign, attached to the canopy fascia, or other approved location on the demised location on the demised premises. All exterior signs shall be electrically illuminated and shall be installed and used only after the written approval of Landlord. It is also mutually understood that Tenant will own said sign and will be responsible for its removal and repair of any soffit damage arising from installation and/or removal (See Exhibit "B"). Tenant shall maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord or to the other tenants, such as loud speakers, phonographs, or radio broadcasts in a manner to be heard outside the demised premises.

Monument Sign: Tenant desires to maintain their signage panel on the double-faced monument sign that fronts 11th Ave. at the Hillside Shopping Center.

A. Signage Fee: The minimum monthly rent to be placed on one side of the monument sign shall be Thirty-Five and No/100 Dollars (\$35.00), payable in advance per month. This fee shall begin August 1, 2019.

B. Panel Repair/Replacement: Tenant agrees to repair and/or replace individual panel in the event of damage and/or vandalism. In the event panel is not repaired/replaced, Landlord shall make necessary repairs and/or replacement at the expense of the tenant.

15. PARKING CARS: Throughout the term of this Lease, Landlord shall provide a reasonable hard-surfaced area for off-street parking for use of customers of Tenant in common with customers of occupants of other portions of the Shopping Center. Tenant shall park all vehicles of whatever type used by Tenant in the carrying on of the Tenant's business in only those areas which are designated by Landlord from time to time for this purpose. Tenant accepts the responsibility of seeing that Tenant's employees park any and all vehicles brought to the Shopping Center by them in only those areas designated by Landlord for this purpose during all times when the employee is on duty in Tenant's business. Tenant shall, within five (5) days after receipt of written notice from Landlord, furnish Landlord the automobile license numbers of his car and of the cars assigned or belonging to his employees.

16. RECEIVING AND DELIVERY: Tenant agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by way of the rear store door or other service door provided by Landlord. In the event that the demised premises has no such door, then these matters shall be handled in a manner satisfactory to Landlord.

17. COMMON AREA MAINTENANCE: Tenant agrees to participate in the expense of services (See Exhibit "A") required in connection with the operation, maintenance and repair of the parking lot and all common areas (including landscaped areas), including but not limited to, lighting, snow removal, and salary of attendants, and the cost of maintenance and lighting a common shopping center sign, and such expenses shall be prorated to Tenant in the same proportion that the gross floor area of the demised premises bears to the total gross floor area of the Shopping Center.

The common area maintenance charge of \$1.20 per square foot for 10,000 square feet shall be \$1,000.00 per month or \$12,000.00 per year for the primary term of the Lease Agreement, payable monthly, in advance. Said amount may be adjusted annually for any increase over \$1.20 per square foot and monthly estimate payment updated to current rate, if higher than the previous year, on or before March 1st of each year.

18. AWNINGS: No awnings shall be installed or replaced at or on the demised premises without the written consent of Landlord being first obtained.

19. LIGHTING: Tenant hereby agrees to keep the interior of the demised premises lighted to at least fifty percent (50%) of full lighting intensity and the exterior neon and/or other electric signs in operation during the hours from dusk to 10:00 P.M. on each and every day of the year during the term hereof.

20. HOLDOVER: In the event Tenant remains in possession of the demised premises after the expiration of this Lease, Tenant shall be deemed to be occupying said premises as a Tenant from month-to-month at a monthly rental equal to 120 % of the monthly base rental charged at the end of the

lease, and otherwise subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

21. REMOVAL OF FIXTURES: Tenant, if he shall not be in default under any of the terms and provisions of this Lease, may, at the expiration of the term hereof, remove any trade fixtures installed and paid for by him, provided that Tenant shall, at his own expense, immediately repair any and all damage to the premises occasioned by said removal and restore the demised premises to as good condition as when received by Tenant, ordinary wear and tear excepted.

22. MARKETING FUND:

A. Creation of Fund: Landlord will create an advertising and promotional fund (hereinafter referred to as the "Fund") to furnish and maintain professional advertising and sales promotions which will benefit all merchants of the Center. A committee (hereinafter referred to as "Marketing Committee") consisting of representatives of the Tenants will be formed by the Landlord to review the advertising and promotional activities sponsored by the Fund.

B. Contribution to Fund: Tenant shall be required to become a member and contribute to the Fund beginning upon the commencement of the Lease term. Tenant shall contribute to such Fund the sum of \$360.00 during each calendar year of the Lease term (hereinafter referred to as "Fixed Contribution"), payable in equal monthly installments of \$30.00, in advance, on the first day of each and every month (prorated for partial months). Landlord shall contribute an amount equal to one-fourth of the monies collected as contribution by the Fund during each calendar year. The Fund contribution shall be increased or decreased as determined by the Landlord and the representatives of the Tenants.

23. ADVERTISING: Tenant further agrees to use the name of the Shopping Center in connection with all advertising and promotion of Tenant's business throughout the term of this Lease, or any extension or renewal hereof, regardless of the advertising media used.

24. RULES AND REGULATIONS: Landlord reserves the right to adopt and promulgate rules and regulations applicable to the demised premises and the Shopping Center and from time to time to amend or supplement said Rules and Regulations. Notice of such Rules and Regulations, and amendments and supplements shall be given to the Tenant and Tenant agrees to comply with and observe such Rules and Regulations and amendments thereto and supplements thereof; provided, the same shall apply uniformly to all tenants of the Shopping Center.

25. SUBORDINATION: This Lease is subject and subordinate to all present mortgages or Deeds of Trust covering the demised premises and shall, without execution of any further instrument, be subordinated to all renewals or extensions thereof, and to any Deed of Trust or mortgages which may hereafter, from time to time, be executed affecting the same, and Tenant agrees to execute any and all documents necessary or appropriate or as may be requested by a lender or lenders.

26. DEFAULT, BANKRUPTCY AND WAIVER: Tenant shall be in default of this Lease if any of the following events occur:

A. If default shall be made in the payment of any rent, taxes, insurance premiums or other sums required to be paid by Tenant under this Lease, and such default shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant;

B. If default shall be made in the performance of any of the terms or conditions of this Lease other than those referred to in the foregoing Paragraph A, and such default shall continue for a period of 30 days after written notice thereof from Landlord to Tenant;

C. If Tenant shall file a voluntary petition in Bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file a petition or application seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state or other statutes, laws or regulations, or if Tenant shall seek or consent to or acquiesce in the appointment of any Trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties or the leased premises;

D. If a petition shall be filed against Tenant seeking a bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation and shall remain undismissed for an aggregate of 90 days, or if any Trustee, receiver, or liquidator of Tenant of all or a substantial part of its property or the demised premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated for an aggregate of 90 days;

If Tenant is in default as provided in Paragraph A, B, C or D above, Landlord shall have the option, without further notice to Tenant or further demand for performance:

(1) To institute a suit against Tenant to collect each installment of rent or other sum(s) as may become due or to enforce any other obligations under this Lease; or

(2) As a matter of right to procure the appointment of a receiver by any Court of competent jurisdiction upon ex parte application and without notice, notice being hereby waived. All rent, issues and profits, income and revenue from the demised premises shall be applied by such receiver to payment of rent, together with any other obligations of Tenant under this Lease; or

(3) To re-enter and take possession of the demised premises and to remove Tenant and Tenant's agents and employees therefrom, and either:

(a) Terminate this Lease and sue Tenant for damages occurring prior to the date of such termination, for breach of the obligations of Tenant under this Lease; or

(b) Without terminating this Lease, relet, assign or sublet the demised premises for the account of Tenant in the name of Landlord or otherwise, upon the best terms and conditions Landlord may make with the new Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and upon such terms and conditions as Landlord, in his uncontrolled discretion, may determine, and collect and receive the rents therefor, provided Landlord shall in no way be responsible or liable for any failure to relet the demised premises or any part thereof, or for any failure to collect any rent due upon such reletting. In this event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including without limitation all repossession costs, reasonable attorneys' fees and any real estate commission paid, alteration costs and expenses of the preparation of said demised premises for reletting and thereafter toward payment of the rental and any other amounts payable by Tenant under this Lease. If the sum realized shall not be sufficient to pay such rent and other charges, within five (5) days after demand, Tenant shall pay Landlord any such deficiency as it accrues. Landlord may sue

Tenant therefor as each deficiency shall arise if Tenant shall not pay such deficiency within the time limit.

In the event Landlord elects to re-enter or take possession of the demised premises, Landlord may enter upon and re-enter the demised premises, by force, summary proceedings, ejectment or otherwise, and dispossess Tenant and remove Tenant, and may have, hold and enjoy the demised premises and the rights to receive all rental income of and from the same.

No such re-entry or taking possession by Landlord shall be construed as an election on Landlord's part to terminate and surrender this Lease unless a written notice of such intention is served upon Tenant.

In the event of default by Tenant, Tenant shall pay to Landlord all of Landlord's attorneys' fees, expert witness fees and court costs incurred in connection with the default.

In the event Landlord elects not to pursue any of the foregoing remedies, Landlord shall not thereby be precluded from pursuing any other remedy now or hereafter existing at law or in equity.

27. NOTICES: All notices required by law or by this Lease to be directed by Landlord to Tenant shall be deemed to have been given when mailed by Certified Mail, Return Receipt Requested, to Tenant at the following address:

Nirbhao, Inc
2521 11th Avenue
Greeley, CO 80631

Likewise, all notices required to be directed by Tenant to Landlord shall be deemed to have been given when mailed by Certified Mail, Return Receipt Requested, to Landlord at the following address:

Wheeler Properties, Inc.
1130 38th Avenue, Suite B
Greeley, CO 80634-2580

28. WAIVER: One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and a consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

29. PARTIAL INVALIDITY: If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

30. RECORDING: Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a

memorandum or "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the demised premises and the term of this Lease and shall incorporate this Lease by reference.

31. ASSIGNMENT AND SUBLEASE: Tenant shall not sublet any part of the demised premises or assign this Lease or any interest therein, without the written consent of the Landlord first being obtained and Tenant shall remain liable for the performance of this Lease and the payment of rent hereunder after this Lease has been so assigned or sublet. In the event the Landlord consents to an assignment or sublease of the within Lease at a rental in excess of the rental provided for in Paragraphs 2 and 4 of the within Lease, the Landlord would receive such excess rent. In the event the demised premises are assigned or sublet, the assignee or subtenant agrees to pay a future monthly minimum rental, effective with such assignment or sublease in an amount equivalent to the average minimum and percentage rental paid during the preceding 12 months, or shorter lease period if 12 months have not expired. In addition to such minimum rent, Tenant agrees to pay a sum equal to the amount, if any, by which N/A percent of Tenant's gross "sales and business transacted" as defined in Paragraph 4 of this Lease, exceed the minimum monthly rental payable for the previous calendar month during the remaining term of this Lease. In the event the Landlord consents to an assignment of the within Lease upon the same terms as now provided in said Lease, or modified, or executes a new lease for the purchaser of Tenant's business carried on in the demised premises, Tenant agrees to pay to the Agent of Landlord upon the execution of said instrument of Assignment of Lease, as compensation to the Agent for services rendered in connection therewith, a fee of three percent (3%) of the rentals payable for the unexpired term and extension or renewal terms of the Lease, based on the minimum rent outlined in Paragraph 2 of this Lease, or one (1) month's rent, whichever is greater.

32. CANCELLATION: If Tenant is a corporation (or if Tenant is not a corporation but, during the term hereof, requests and is granted consent of Landlord to assign this Lease to a corporation, of which Tenant owns over 50% of the capital stock), Tenant agrees that if Tenant thereafter sells, pledges, transfers or otherwise disposes of any of his capital stock or voting securities in said corporation with the result that Tenant no longer owns over 50% thereof, or if control of initial corporate tenant changes hands, Landlord shall have the right to cancel this Lease by giving 30 days' written notice to Tenant indicating Landlord's intention to cancel. In the event Landlord approves of the purchaser of said capital stock, the Tenant named in said Lease shall pay to Landlord's agent a fee as herein provided in Paragraph 31 above. At all times during the term of this Lease and any renewal thereof, it is hereby agreed that the persons signing on behalf of the Tenant corporation shall be officers and directors of the said Tenant corporation, and that they will collectively own at least 75% or more of all the stocks, equities and securities of said Tenant.

33. REPRESENTATIONS: Tenant hereby declares that in entering into this Lease he relied solely upon the statements contained in this Lease and fully understands that no agents or representatives of Landlord have authority to in any manner change, add to or detract from the terms of this Lease.

34. LEASE BINDING: All of the covenants and agreements in this Lease contained shall be binding upon and inure to the benefit of the heirs, assigns, successors, and legal representatives of the parties hereto or any person claiming by, through or under either of them.

35. LIENS: Tenant agrees to keep all of the demised premises and every part thereof and all buildings and other improvements thereon free and clear of and from any and all mechanics', material men's and other liens for work or labor done, services performed, materials, appliances,

transportation or power contributed, used or furnished to be used in or about the demised premises to or on the order of Tenant, and at all times Tenant shall promptly and fully pay and discharge any and all claims upon which any such lien may or could be based; and Tenant shall save and hold Landlord and all of the demised premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings arising out of materials or services furnished to or on the order of Tenant. Tenant agrees to give Landlord written notice not less than 10 days in advance of the commencement of any construction, alteration, addition, improvement, installation or repair in order that Landlord may post appropriate notices of Landlord's non-liability. Tenant further agrees to secure, at Tenant's sole cost and expense, labor-material and performance bonds indemnifying Landlord and the demised premises against all aforesaid liens, with corporate surety and in form satisfactory to Landlord. No mechanics' or material men's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Tenant shall in any way, or to any extent, affect the interest or rights of Landlord in any buildings or other improvements on the demised premises, or attach to or affect Landlord's title to or rights in the demised premises. Tenant further agrees that prior to making any payment to a contractor, subcontractor, material man or any other person or entity furnishing materials or rendering services or labor benefitting the demised premises, the Tenant shall obtain a lien waiver from the person or entity so paid. Where by the terms of this Lease Agreement or any Rider or Addendum thereto, the Landlord has agreed to pay to or on the account of Tenant, money to be used in the alteration or improvement of the demised premises, the Landlord shall, likewise, require lien waivers prior to making any such payment to or on the account of the Tenant. The requirements of this paragraph shall be reflected in all contracts pertaining to the alteration or improvement of the demised premises. Failure to comply with any of the provisions of this paragraph may, at the option of the Landlord, be deemed a breach of lease.

36. INSURANCE: Tenant shall not carry any stock of goods or do anything in or about the demised premises which will in any way tend to increase the insurance rates on said premises. Tenant agrees to pay additional rent equal to any increase in fire insurance premiums that may be charged during the term of this Lease on the amount of insurance carried by Landlord on said total premises where such increase results from the business carried on by Tenant on the demised premises, whether or not Landlord has consented to the same. Tenant shall not install any electrical equipment that overloads the wiring, panels, etc., in the demised premises. Tenant shall make, at his own expense, whatever changes are necessary and to comply with the requirements of the Insurance Underwriters or the governmental authorities having jurisdiction. Tenant agrees to carry general liability insurance and the Landlord shall be so named as an additional insured in any such policies in the minimum total amount or amounts of One Million and No/100 Dollars (\$1,000,000) combined single limit for bodily injury and property damage occurrence. If the Tenant uses, in the demised premises, any kind of steam or other high pressure boiler which presents any possibility of damage to the demised premises or adjoining premises or the life or limb of persons within such premises, Tenant agrees further to carry appropriate boiler insurance in an amount not less than \$ n/a to indemnify both Tenant and Landlord against loss resulting from any explosion or other damage or liability. Tenant shall supply to Landlord certificates of insurance showing the liability insurance coverage, and throughout the term hereof, certificates of renewals of such policies. Said certificate shall provide that the insurer shall give Landlord 10 days written notice prior to cancellation of said policy. In the event Tenant fails to secure such insurance or give evidence to Landlord of such insurance by depositing with Landlord certificates as above provided, Landlord may purchase such insurance in Tenant's name and charge Tenant the premiums therefor. Tenant shall carry insurance to cover all plate glass in the demised premises, insuring the same against breakage or other damage from any cause whatsoever and shall supply the Landlord with a certificate of said insurance including all renewals thereof during the term hereof. However, Landlord may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Landlord.

Bills for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and to be paid as, additional rent.

37. **REAL ESTATE TAXES AND PROPERTY INSURANCE:** In addition to the minimum rent provided in Paragraph 2 above, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Landlord the following items:

Taxes: \$2.03 per square foot (adjusted annually to actual).

\$1,691.67/Month or \$20,300.00/Year.

This monthly estimate payment will be updated to the current rate each year if higher than the previous year. The new rate will become effective by March 1st of each year.

Insurance: \$.6910 per square foot (based on actual expense, billed monthly and adjusted on policy anniversary date).

\$575.83/Month or \$6,910/Year.

A. All real estate taxes and insurance premiums on the premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the premises. Said taxes and insurance premiums for purpose of this provision shall be apportioned in accordance with the gross floor area of the premises as it relates to the total gross floor area of the Shopping Center, provided, however, that if any tenants in said building or buildings pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area.

B. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly charges and Tenant shall pay these charges on a monthly basis concurrently with the payment of the rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. Each year Landlord shall give Tenant a statement showing the total charges for the Shopping Center for the prior accounting year and Tenant's allocable share thereof. In the event the total of the monthly payments which Tenant has made for the prior accounting year be less than the Tenant's actual share of such charges, then the monthly charges then coming due shall be increased accordingly. Any overpayment by Tenant shall be credited toward the monthly charges next coming due. The actual charges for the prior year shall be used for purposes of calculating the anticipated monthly charges for the then current year with actual determination of such charges after each accounting year as above provided. Even though the term has expired and Tenant has vacated the premises, when the final determination is made of Tenant's share of said charges for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated charges previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirements to pay sums as herein provided.

This document has been prepared for submission to the parties and their attorneys for their approval. No representation or recommendation is made by the Agent as to the legal sufficiency, legal

effect or tax consequences of this document or the transaction relating thereto.

38. RIDER: A rider consisting of Six pages, labeled Exhibit "A" Common Area Maintenance through Utility Notice is attached hereto and made a part hereof.

39. ADDITIONAL PROVISIONS:

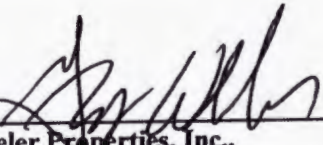
1. HVAC: Subject to provisions contained in Paragraph 10 of the original lease dated August 12th, 2019 Landlord shall contract for, on a competitive basis, and Tenant shall reimburse Landlord accordingly, on a semi-annual basis, a routine maintenance inspection of the heating and air conditioning systems twice yearly, unless Tenant can provide evidence to Landlord that such contract for routine maintenance is already in existence. Such inspections shall consist of replacement of all filters and basic servicing of all units. Pursuant to Paragraph 10 of the original Lease, Tenant shall remain responsible for any further repairs or replacement required.

IF THIS LEASE is not fully executed within ten (10) days, Landlord shall have the right to rescind this offer.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date shown below.

LANDLORD:
Great Northern Properties, LLLP

TENANT:
Nirbhao, Inc

BY: 
Wheeler Properties, Inc.,
Greg Wheeler
Date: 8/12/19

BY: Mandeep Kaur
Enumandeed Kaur, President
Date 8-12-2019

ASSIGNMENT OF SHOPPING CENTER LEASE

THIS ASSIGNMENT OF SHOPPING CENTER LEASE is entered into this 12th day of October, 2021 by and between GREAT NORTHERN PROPERTIES, LLLP, a Colorado limited liability limited partnership ("Landlord"), NIRBHAO INC., a Colorado corporation ("Assignor") and SHRESTHA BROTHERS INC, a Colorado corporation ("Assignee"). Collectively, Landlord, Assignor and Assignee shall be referred to as the "Parties."

WHEREAS, Landlord and Assignor entered into that certain Shopping Center Lease dated August 12, 2019 for the premises commonly know as 2521 11th Ave., Greeley, CO 80631 (the "Lease");

WHEREAS, the primary term of the Lease expires on September 1, 2029 (the "Primary Term");

WHEREAS, Assignor desires to assign its rights under the Lease to Assignee; and

WHEREAS, Landlord approves the assignment of the Lease from Assignor to Assignee according to the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Recitals:* The foregoing Recitals are incorporated as if fully set forth herein.
2. *Assignment:* Assignor hereby assigns Assignor's right, title and interest under the Lease to Assignee, subject to Assignor's Guarantee as set forth herein. The effective date of the Assignment shall be _____, 2021.
3. *Personal Guarantee.* As consideration and as a condition precedent to the assignment of the Lease, Padam Shrestha and Ravi Kuma Shrestha shall personally guarantee the obligations of Assignee under the Lease and shall execute Guarantees in the form attached hereto as Exhibit A.
4. *Assignor's Guarantee.* Notwithstanding the assignment of the Lease by Assignor to Assignee, Assignor, Enumandeed Kaur, and Surinder S. Mathon shall guarantee the payment of all rent due under the Lease for the remainder of the Primary Term ("Assignor's Guarantee") according to the terms set forth on Exhibit B. Assignor's Guarantee shall be a guarantee of payment and not of collection.
5. *Extension.* The Primary Term of the Lease is hereby extended a period of Three (3) years (the "Extension Term"). Assignor's Guarantee shall not be applicable to the Extension Term but only to the original Primary Term. The base rent during the Extension term shall increase by 3.5% percent per annum over the rent for the preceding year.

6. *Security Deposit.* Landlord shall continue to hold the Security Deposit under the Lease, which Security Deposit will be applied to Assignee's account according to the terms of the Lease.

7. *Headings; Construction; Definitions.* The paragraph headings in this Assignment are for convenience only and shall not be used in its interpretation or considered part of this Assignment. Whenever appropriate from the context, the use of any gender (including neuter) shall include any other or all genders, and the singular number shall include the plural, and the plural shall include the singular. Unless otherwise expressly provided, the word "including" means "including, without limitation," and does not limit the preceding words or terms. All capitalized terms used in this Assignment shall have the respective meanings for such terms given herein.

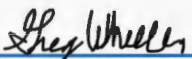
8. *Governing Law.* This Assignment shall be governed by and interpreted according to the laws of the State of Colorado, without regard to its choice of law principles.

9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed on the date first set forth above.

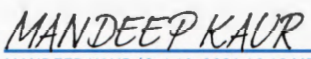
LANDLORD:

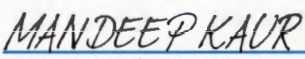
GREAT NORTHERN PROPERTIES, LLLP
A Colorado limited liability company

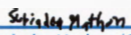

By: [Greg Wheeler \(Oct 19, 2021 10:17 MDT\)](#)
Greg Wheeler, Authorized Agent

ASSIGNOR:

NIRBHAO, INC.
A Colorado corporation


By: [MANDEEP KAUR \(Oct 12, 2021 16:13 MDT\)](#)
Enumandeed Kaur, President


[MANDEEP KAUR \(Oct 12, 2021 16:13 MDT\)](#)
Enumandeed Kaur, Guarantor


[Surinder Mathon \(Oct 15, 2021 21:10 MDT\)](#)
Surinder S. Mathon, Guarantor

ASSIGNEE:

SHRESTHA BROTHERS INC
a Colorado corporation


By: Padam Shrestha (Oct 12, 2021 13:49 MDT)
Title: Padam Shrestha, President

ASSIGNEE GUARANTORS:


Padam Shrestha (Oct 12, 2021 13:49 MDT)
Padam Shrestha



Ravi Kumar Shrestha

EXHIBIT A

ABSOLUTE UNCONDITIONAL GUARANTY AGREEMENT

THIS Absolute Unconditional Guaranty Agreement (the "Guaranty") is executed and delivered this 12th day of October, 2021, by Padam Shrestha ("Guarantor") in favor of Great Northern Properties, LLLP, a Colorado limited liability limited partnership ("Landlord").

WHEREAS, NIRBHAO, INC. was the tenant under that certain Shopping Center Lease dated August 12, 2019 for that certain property known as 2521 11th Avenue, Greeley, CO 80631 (the "Lease");

WHEREAS, Landlord has consented of the assignment of the Lease from NIRBHAO, INC. to Shrestha Brothers Inc., a Colorado corporation ("Tenant");

WHEREAS, as consideration for the assignment of the Lease, Guarantor has agreed to guarantee the obligations of the Tenant under the Lease;

WHEREAS, Guarantor acknowledges that Landlord would not have consented to the assignment of the Lease without the execution and delivery by Guarantor of this Guaranty; and

WHEREAS, Guarantor desires to guaranty any and all obligation and indebtedness of Tenant to Landlord under the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor hereby agrees in favor of Landlord as follows:

1. Guarantor absolutely, unconditionally, irrevocably and jointly and severally guarantees to Landlord, and its successors and assigns, the prompt and complete payment and performance when due of all obligations, liability and covenants, whether now in existence or hereafter arising of Tenant to Landlord under the Lease (the "Obligations"). For purposes hereof, the Obligations shall be performed and/or due and payable when due and payable under the terms of this Agreement notwithstanding the fact that the collection or enforcement thereof as against the Tenant or any other guarantor may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and not of collection.

2. Guarantor's obligations under this Guaranty are independent of the Tenant's obligations. A separate action or actions may be brought against Guarantor, regardless of whether action is brought against Tenant, or whether Tenant is joined in any such action or actions. Guarantor hereby irrevocably waives any and all suretyship defenses, defenses that could be asserted by Tenant (except payment) and all other defenses that would otherwise be available to Guarantor. All payments by the Guarantor pursuant to this Guaranty shall be made without setoff. Guarantor irrevocably waives any right to require Landlord to pursue any other remedy in the Landlord's power whatsoever, whether against Tenant or any other obligor principally or secondarily obligated with respect to the Obligations. Guarantor irrevocably waives any defense

arising by reason of any disability, bankruptcy, reorganization or similar proceeding involving Tenant. In the event that any payment in respect of any of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable under this Guaranty in respect to such Obligations as if such payment had not been made.

3. Guarantors agrees that Landlord may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of the Guarantor, extend the time of payment of, or performance of, or renew, any of the Obligations, and may also make any agreement with Tenant or with any other party to or personally liable on any of the Obligations, or interested therein, for the extension, renewal, payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or any other agreement between Landlord and Tenant or any such other party or person without in any way impairing, releasing or affecting the liabilities of Guarantor under this Guaranty.

4. The Guaranty shall remain in full force and effect and be binding upon the Guarantor, and their successors and assigns until all of the Obligations have been satisfied in full. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Landlord and Guarantor. This is a continuing Guaranty relating to all obligations under the Lease from Tenant to Landlord. If any of the present or future Obligations are guaranteed by persons, partnerships, corporations or other entities in addition to the Guarantor, the death, release or discharge in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them shall not discharge or affect the liabilities of Guarantor under this Guaranty.

5. No failure on the part of the Landlord to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each and every right, remedy and power granted to Landlord under this Guaranty or allowed it by law or any other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord from time to time.

6. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or nonpayment of any such obligation or liability, suit or the taking of other action by Landlord against, and all other notices whatsoever to Tenant, Guarantor or others.

7. Guarantor waives trial by jury in any action, proceeding or counterclaim, involving any matters whatsoever arising out of or in any way connected with the Guaranty. Guarantor agrees to reimburse Tenant for the costs and attorney's fees incurred by reason of Landlord having to enforce this Guaranty.

8. Guarantor may not assign his rights nor delegate their obligations under this Guaranty, in whole or in part, without prior written consent of Landlord, and any purported assignment or delegation absent such consent is void.

9. If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as if not containing those provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

10. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Colorado.

IN WITNESS WHEREOF, the Guaranty has been executed and delivered as of the date and year first above written.

GUARANTOR:



Padam Shrestha (Oct 12, 2021 13:49 MDT)

EXHIBIT B

ABSOLUTE UNCONDITIONAL GUARANTY AGREEMENT

THIS Absolute Unconditional Guaranty Agreement (the "Guaranty") is executed and delivered this 12th day of October, 2021, by NIRBHAO, INC., a Colorado corporation, Enumandeed Kaur, and Surinder S. Mathon (collectively "Guarantors") in favor of Great Northern Properties, LLLP, a Colorado limited liability limited partnership ("Landlord").

WHEREAS, NIRBHAO, INC. was the tenant under that certain Shopping Center Lease dated August 12, 2019 for that certain property known as 2521 11th Avenue, Greeley, CO 80631 (the "Lease");

WHEREAS, Enumandeed Kaur and Surinder S. Mathon personally guaranteed the obligations of the Tenant under the Lease;

WHEREAS, Landlord has consented of the assignment of the Lease from NIRBHAO, INC. to Shrestha Brothers Inc, a Colorado corporation ("Tenant");

WHEREAS, as consideration for the assignment of the Lease, Guarantors have agreed to guarantee the obligations of the Tenant under the Lease;

WHEREAS, Guarantors acknowledge that Landlord would not have consented to the assignment of the Lease without the execution and delivery by Guarantors of this Guaranty; and

WHEREAS, Guarantors desire to guaranty any and all obligation and indebtedness of Tenant to Landlord under the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantors, Guarantors hereby agree in favor of Landlord as follows:

1. Guarantors absolutely, unconditionally, irrevocably and jointly and severally guarantee to Landlord, and its successors and assigns, the prompt and complete payment and performance when due of all obligations, liability and covenants, whether now in existence or hereafter arising of Tenant to Landlord under the Lease (the "Obligations"). For purposes hereof, the Obligations shall be performed and/or due and payable when due and payable under the terms of this Agreement notwithstanding the fact that the collection or enforcement thereof as against the Tenant or any other guarantor may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and not of collection.

2. Guarantors' obligations under this Guaranty are independent of the Tenant's obligations. A separate action or actions may be brought against Guarantors, regardless of whether action is brought against Tenant, or whether Tenant is joined in any such action or actions. Guarantors hereby irrevocably waive any and all suretyship defenses, defenses that could be asserted by Tenant (except payment) and all other defenses that would otherwise be available to Guarantors. All payments by the Guarantors pursuant to this Guaranty shall be made without setoff. Guarantors irrevocably waive any right to require Landlord to pursue any other remedy in the Landlord's power whatsoever, whether against Tenant or any other obligor principally or secondarily obligated with respect to the Obligations. Guarantors irrevocably waive any defense arising by reason of any disability, bankruptcy, reorganization or similar proceeding involving Tenant. In the event that any payment in respect of any of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantors shall remain liable under this Guaranty in respect to such Obligations as if such payment had not been made.

3. Guarantors agree that Landlord may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of the Guarantors, extend the time of payment of, or performance of, or renew, any of the Obligations, and may also make any agreement with Tenant or with any other party to or personally liable on any of the Obligations, or interested therein, for the extension, renewal, payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or any other agreement between Landlord and Tenant or any such other party or person without in any way impairing, releasing or affecting the liabilities of Guarantors under this Guaranty.

4. The Guaranty shall remain in full force and effect and be binding upon the Guarantors, and their successors and assigns until all of the Obligations have been satisfied in full. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Landlord and Guarantors. This is a continuing Guaranty relating to all obligations under the Lease from Tenant to Landlord. If any of the present or future Obligations are guaranteed by persons, partnerships, corporations or other entities in addition to the Guarantors, the death, release or discharge in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them shall not discharge or affect the liabilities of Guarantors under this Guaranty.

5. No failure on the part of the Landlord to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each and every right, remedy and power granted to Landlord under this Guaranty or allowed it by law or any other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord from time to time.

6. Guarantors hereby waive notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or nonpayment of any such obligation or liability, suit or the taking of other action by Landlord against, and all other notices whatsoever to Tenant, Guarantors or others.

7. Guarantors waive trial by jury in any action, proceeding or counterclaim, involving any matters whatsoever arising out of or in any way connected with the Guaranty. Guarantors agree to reimburse Tenant for the costs and attorney's fees incurred by reason of Landlord having to enforce this Guaranty.

8. Guarantors may not assign his rights nor delegate their obligations under this Guaranty, in whole or in part, without prior written consent of Landlord, and any purported assignment or delegation absent such consent is void.

9. If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as if not containing those provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

10. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Colorado.

IN WITNESS WHEREOF, the Guaranty has been executed and delivered as of the date and year first above written.

NIRBHAO, INC.
a Colorado corporation

MANDEEP KAUR
By: MANDEEP KAUR (Oct 12, 2021 16:13 MDT)
ENUMANDEED KAUR, PRESIDENT

MANDEEP KAUR
MANDEEP KAUR (Oct 12, 2021 16:13 MDT)
ENUMANDEED KAUR, INDIVIDUALLY

Surinder Mathon
Surinder Mathon (Oct 15, 2021 21:10 MDT)
SURINDER S. MATHON, INDIVIDUALLY

Gordons Liquor Lease Assignment

Final Audit Report

2021-10-19

Created:	2021-10-12
By:	Michael Nuanes (michael@denverbbs.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-jLyKDkQstjHKOn6kXbDXsSdhz4k81Bs

"Gordons Liquor Lease Assignment" History

-  Document created by Michael Nuanes (michael@denverbbs.com)
2021-10-12 - 7:39:35 PM GMT- IP address: 187.212.99.82
-  Document emailed to Padam Shrestha (padamstha143@gmail.com) for signature
2021-10-12 - 7:42:18 PM GMT
-  Email viewed by Padam Shrestha (padamstha143@gmail.com)
2021-10-12 - 7:42:21 PM GMT- IP address: 74.125.215.45
-  Document e-signed by Padam Shrestha (padamstha143@gmail.com)
Signature Date: 2021-10-12 - 7:49:10 PM GMT - Time Source: server- IP address: 174.29.194.242
-  Document emailed to Ravi K Shrestha (ravikshrestha@gmail.com) for signature
2021-10-12 - 7:49:12 PM GMT
-  Email viewed by Ravi K Shrestha (ravikshrestha@gmail.com)
2021-10-12 - 8:11:32 PM GMT- IP address: 74.125.215.45
-  Document e-signed by Ravi K Shrestha (ravikshrestha@gmail.com)
Signature Date: 2021-10-12 - 8:50:07 PM GMT - Time Source: server- IP address: 73.95.189.167
-  Document emailed to MANDEEP KAUR (manjeet.manjeet.ms@gmail.com) for signature
2021-10-12 - 8:50:09 PM GMT
-  Email viewed by MANDEEP KAUR (manjeet.manjeet.ms@gmail.com)
2021-10-12 - 10:11:31 PM GMT- IP address: 74.125.215.37
-  Document e-signed by MANDEEP KAUR (manjeet.manjeet.ms@gmail.com)
Signature Date: 2021-10-12 - 10:13:47 PM GMT - Time Source: server- IP address: 97.122.229.165
-  Document emailed to Surinder Mathon (khalsa5900@gmail.com) for signature
2021-10-12 - 10:13:50 PM GMT

 Email viewed by Surinder Mathon (khalsa5900@gmail.com)

2021-10-16 - 3:07:46 AM GMT- IP address: 74.125.215.45

 Document e-signed by Surinder Mathon (khalsa5900@gmail.com)

Signature Date: 2021-10-16 - 3:10:01 AM GMT - Time Source: server- IP address: 174.16.221.132

 Document emailed to Greg Wheeler (gwheeler@wheelerpropertiesinc.com) for signature

2021-10-16 - 3:10:03 AM GMT

 Email viewed by Greg Wheeler (gwheeler@wheelerpropertiesinc.com)

2021-10-16 - 3:12:28 AM GMT- IP address: 174.204.138.204

 Email viewed by Greg Wheeler (gwheeler@wheelerpropertiesinc.com)

2021-10-19 - 4:15:56 PM GMT- IP address: 98.38.21.172

 Document e-signed by Greg Wheeler (gwheeler@wheelerpropertiesinc.com)

Signature Date: 2021-10-19 - 4:17:55 PM GMT - Time Source: server- IP address: 98.38.21.172

 Agreement completed.

2021-10-19 - 4:17:55 PM GMT

Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Beverage Distributors Company LLC		License Number 40-04782-0001--0004	
Trade Name of Establishment/Doing Business As (DBA) Breakthru Beverage Colorado		Phone Number (303) 371-3421	
Physical Address 3980 Central Park Blvd	City Denver	State CO	ZIP 80238
Email Address JJJOHNSON@BREAKTHRUBEV.COM			
Transferor Retailer Licensee Name Nirbhao Inc		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordons Discount Liquor Mart		Phone Number 970-353-8758	
Physical Address 2521 11th Avenue	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Breakthru Beverage Colorado			
Signature Jaime J Johnson	Print Jaime J Johnson	Title Credit Associate III	Date 12-1-21

Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Republic National Distributing Company		License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company		Phone Number 303-734-2400	
Physical Address 8000 Southpark Terrace	City Littleton	State Co	ZIP 80120
Email Address			
Transferor Retailer Licensee Name		License Number 03-12381	
Trade Name of Establishment/Doing Business As (DBA) Gordon's Liquor Mart		Phone Number (970) 353-8758	
Physical Address 2521 11th Ave	City Greeley	State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Republic National Distributing Company			
Signature Mathew Floerke	Print Mathew Floerke	Title AR Clerk	Date 11/22/2021

#21941

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) SOUTHERN GLAZER'S WINE & SPIRITS OF CO				License Number 40-5535 1-0002	
Trade Name of Establishment/Doing Business As (DBA) SOUTHERN GLAZER'S WINE & SPIRITS OF CO				Phone Number (303) 292-1711	
Physical Address 12800 E 19TH AVENUE		City AURORA		State CO	ZIP 80019
Email Address KVANVEEN@SGWS.COM					
Transferor Retailer Licensee Name NIRBHAO, INC				License Number 312381	
Trade Name of Establishment/Doing Business As (DBA) GORDON'S DISCOUNT LIQUOR MART				Phone Number (990) 353-8758	
Physical Address 2521 11TH AVE		City GREELEY		State CO	ZIP 80631
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full					
Wholesaler: SOUTHERN GLAZER'S WINE & SPIRITS OF CO					
Signature <i>KRISTY VAN VEEN</i>		Print KRISTY VAN VEEN		Title CREDIT	Date 11/29/21

Greeley, Colorado New Liquor License Application December 15, 2021 Item No. 2	Applicant: Blue Mug Coffee Bar LLC DBA Out of the Blue
	Location: 4111 Centerplace Drive Unit D
	License Type: Hotel & Restaurant
PUBLIC HEARING TO CONSIDER A NEW HOTEL & RESTAURANT LICENSE APPLICATION	
Request Summary:	
This Application proposes a new Hotel & Restaurant Liquor I License for this location, and was received on October 21, 2021, from the business, operating as a limited liability company. The application was filed complete, and was accompanied by all applicable local and state application fees and all other required documentation. If approved, the license is proposed to be operated at 4111 Centerplace Drive, Unit D. This is a newly built location. Carla Long is the managing member and 100% owner of the LLC and will also be the operating manager of the business.	
The City Clerk's Office published notice of this application as required by State and local law, as well as provided for a public notice to be posted on the site proposed for licensure and mailed a notification to those physical addresses within 500 feet of this site, which is required by local ordinance. The applicant has not yet provided evidence via a required affidavit of posting that the public notice provided to them was posted on the site at least 10 days prior to the hearing date. To date, no calls of inquiry, concern, or requests for clarification or letters or emails relative to this application and those notification efforts have been received by the City Clerk's Office. <i>All notification efforts were inclusive of remote participation opportunities, as well as ways for the public to participate live and/or to provide written input ahead of this hearing.</i>	
Other Issues and Considerations:	
None	
Administrative Review Team Findings:	
Upon receipt, this application was routed to the City's Liquor Licensing Administrative Review Team for comment. -The Building/Fire Inspection Division noted the building has not yet had a final inspection to obtain a certificate of occupancy. -The Finance Department noted the business does not have an active business license. -The Community Development Department and Code Compliance division both noted no comments or concerns with the application, including no current Code issues. -The City Attorney's Office reported no other comments or concerns with the application.	

-The City Clerk's Office noted the application appears to be in order, but that at this time, no fingerprint results have yet been obtained from the required fingerprint check of the applicant/operating manager.

- A local and CBI criminal history check has been conducted by the Greeley Police Department on Carla Long. There are not yet any results from the submission of fingerprints to the Colorado Bureau of Investigations for analysis and both Colorado CBI and nationwide FBI background checks. The Police Department provided no additional information that would adversely affect approval of this application.

A review of the liquor licensed establishments within a ½ mile radius of the proposed location shows there are currently 2 fermented malt beverage licenses, 3 hotel/restaurant licenses, 1 tavern license, 1 beer and wine license, and 1 lodging and entertainment license.

The applicant is responsible for proving the needs and desires of the neighborhood. The applicant has indicated a petition has been circulated to that end, but to date, it has not been provided to the Clerk's Office. Evidence of the needs and desires of the neighborhood will need to be provided by the applicant at the hearing.

Decision Options:

- 1) To approve the application finding that the applicant proved the neighborhood needs and desires to hold such a license;
- 2) To deny the application, finding that the applicant did not sustain the burden of proving the neighborhood needs and desires for this license request;
- 3) To continue consideration of this application pending submittal of additional information to a date certain.

Attachments:

New Application and Questionnaire
Limited Liability Company Documents
Individual History Record
Floor Diagram and Legal Possession of the Premises
Neighborhood Boundary Map

Date Received by Clerk's Office: October 21, 2021

CITY OF GREELEY

Colorado



Office of the City Clerk

CHECKLIST FOR SUBMITTING A NEW LIQUOR LICENSE APPLICATION

Greeley Municipal Code Title 8, Chapter 13 applies to Alcohol Beverages and related licenses.

Liquor licensing is also governed by Colorado Revised Statutes Article 3, Title 44

Liquor license applications must be reviewed by the City of Greeley and approved by the Liquor Authority prior to submission to the State of Colorado by the Clerk's Office, unless concurrent review is selected on the application and the required fee submitted to the state.

Section 1. KEY APPLICANT INFORMATION

1. Applicant (Legal Name of entity to whom license will be issued) <u>Carla Long</u>		2. Trade Name of Establishment (DBA) <u>Out of the Blue</u>	
3. Business Address <u>4111 CenterPlace dr Unit D</u>		4. City <u>Greeley</u>	5. State <u>CO</u>
		6. Zip Code <u>80634</u>	
Primary Point of Contact about this application			
7. First Name <u>Carla</u>		8. Last Name <u>Long</u>	
9. Primary Telephone Number <u>970-576-9619</u>	10. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	11. Alternate Phone Number <u>970-576-0498</u>	12. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other
13. Email Address: <u>Boulder89@gmail.com</u>		14. Role of person completing application: ☒ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other	
Information about primary point of contact for this license during licensed activity (if different than above)			
15. First Name		16. Last Name	
17. Primary Telephone Number	18. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other	19. Alternate Phone Number	20. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
21. Email Address		22. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other	
Mailing Address Information			
23. Name of Organization or Individual to Whom Correspondence Should be Sent about this license <u>Carla Long</u>			
24. Email Address <u>Boulder89@gmail.com</u>			
25. Mailing Address <u>1275 51st Ave</u>		26. City <u>Greeley</u>	27. State <u>CO</u>
		28. Zip Code <u>80634</u>	
29. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email			

Section 2. NEW LIQUOR APPLICATION TYPE & FEE INFORMATION

License Classification

Select one of the following License Types

Submit Colorado Liquor Retail License Application Form DR8404 for the following:

- ☐ Beer and Wine License (City) FEES: State: \$1,550 + \$351.25 (\$0 in 2021) City: \$1,148.75
- ☐ Brew Pub License (City) FEES: State: \$1,550 + \$750.00 (\$0 in 2021) City: \$2,075.00
- ☐ Club License (City) FEES: State: \$1,550 + \$308.75 (\$0 in 2021) City: \$1,041.25
- ☒ Hotel and Restaurant License (City) FEES: State: \$1,550 + \$500.00 (\$0 in 2021) City: \$2,075.00
- ☐ Liquor-Licensed Drugstore (City) FEES: State: \$1,550 + \$1,777.50 City: \$1,022.50
- ☐ Lodging & Entertainment – L&E (City) FEES: State: \$1,550 + \$500.00 (\$0 in 2021) City: \$2,575.00
- ☐ Retail Liquor Store License (City) FEES: State: \$1,550 + \$1,777.50 City: \$1,022.50
 - ☐ With Optional Wine Tasting Permit FEES: State: \$0 City: \$100.00 additional
- ☐ Tavern License (City) FEES: State: \$1,550 + \$500.00 (\$0 in 2021) City: \$2,575.00

Submit Colorado Fermented Malt Beverage License Application Form DR8403 for the following:

- ☐ Retail Fermented Malt Beverage Off-Premises (City) FEES: State: \$1,550 + \$96.25 City: \$2,075.00
- ☐ Retail Fermented Malt Beverage On/Off-Premises (City) FEES: State: \$1,550 + \$96.25 (\$0 in 2021) City: \$2,075.00

Additions to the License Application

Select one or more of the following additions to a license

Not all items are available with all License types

- ☐ Concurrent Review of Application by State FEES: State: \$100
- If there is a manager other than the Owner for certain license types:
- ☐ Manager Registration – H&R FEES: State: \$75
 - ☐ Manager Registration – Lodging & Entertainment FEES: State: \$75
 - ☐ Manager Registration – Tavern FEES: State: \$75

Section 3. CHECKLIST OF REQUIRED INFORMATION AND STEPS

Staff Initials	For your license application to be processed, you must submit the following to the City Clerk's Office:
	☒ State Liquor Application Form – DR8404 or DR8403 *Complete either Colorado Liquor Retail License Application Form DR8404 or Colorado Fermented Malt Beverage License Application Form DR8403, depending upon the type of license being applied for ☒ Tax Check Authorization, Waiver, and Request to Release Information – DR8495 *This form is included with both State Application Forms
	☒ City of Greeley Attachment to New Liquor/Fermented Beverage Retail Liquor License Applications
	☒ Diagram of the Premises –all areas where liquor is sold, served, consumed, or stored must be clearly indicated and outlined in bold black
	☒ Proof of Property Possession – • Deed in name of the applicant date stamped/fled with County Clerk • Lease in the name of the applicant • Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant • Other agreement if not a deed or lease For all of the above, the following is required: • must be for at least the term of the license (one year) • applicant must match the applicant in question 2 on DR8404 or DR8403 – the legal name of the entity applying for the license
	☒ Background Information and Financial Documents ☒ Individual History Record(s) – Form DR 8404-I *Must be completed for each principal (individuals with more than 10% ownership, officers, directors, partners, members) as well as managers who are not owners if required to complete registration _____ Total IHR forms submitted ☐ Supplemental financial information such as list of all notes and loans, source of funds documentation, purchase agreement, stock transfer agreement, etc.

	☐ Completion of Fingerprinting with a state approved vendor for submission to the City of Greeley • Identogo – https://uenroll.identogo.com/ ▪ Phone: (844) 539-5539 (toll-free) ▪ Identogo FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs SERVICE CODES NEEDED TO SUBMIT PRINTS TO GREELEY: 25YQ6K & CONJ6253 • Colorado Fingerprinting – http://www.coloradofingerprinting.com ◦ Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ ▪ Phone: (720) 292-2722 ▪ Toll Free: (833) 224-2227
	Applicant Ownership Structure Information Choose the appropriate ownership structure for this applicant: ☐ Sole Proprietor/Husband and Wife Partnership Applicant ☐ Corporate Applicant ☐ Partnership Applicant ☐ Limited Liability Company (LLC) Applicant Provide documentation from one of the following sections based upon the applicant type: Sole Proprietor/Husband and Wife Partnership Applicant ☐ Copy of State Issued Driver's License or Identification Card for each applicant ☐ Submit a completed <u>Lawful Presence Affidavit</u> for each applicant Corporate Applicant ☐ Certificate of Incorporation ☐ Certificate of Good Standing from the Colorado Secretary of State ☐ Certificate of Authorization if foreign (outside of Colorado) corporation Partnership Applicant ☐ Partnership Agreement (general or limited) ☐ Certificate of Good Standing from the Colorado Secretary of State Limited Liability Company (LLC) Applicant ☐ Copy of Articles of Organization ☐ Certificate of Good Standing from the Colorado Secretary of State ☐ Copy of Operating Agreement (if applicable) ☐ Certificate of Authorization if foreign (outside of Colorado) LLC
	☐ Payment for required fees State Fees: _____ Application Fee _____ License Fee _____ Additional Fees _____ Total - Checks must be made payable to the Colorado Department of Revenue Local Fees: _____ Total Local Fee (includes Application Fee, Occupation Fee & License Fee) Checks must be made payable to the City of Greeley
After initial submission, the following steps can be anticipated: STEP 1: Once the Clerk's Office accepts a complete application, processing begins. • Checks for local fees will be cashed and applied to the application account • Only if concurrent review is selected, the application is sent to the state at this point with state fees • Date sent: _____	

	STEP 2: Within 5 business days of receipt of an accepted application, the Clerk's Office: - prepares a boundary map depicting a one half mile radius around the establishment applying for a new liquor license – this map is needed for determining the area the applicant must prove the needs and desires of as part of the application process - schedules a public hearing on the application in front of the liquor authority hearing office – the hearing cannot take place sooner than 30 days from the date the application is submitted Date of Hearing: _____ -
	STEP 3: The Boundary Map is sent via email and postal mail to the applicant along with the time and date set for the public hearing on the application, and an Acceptance of Boundaries form that must be completed and returned by the applicant to the Clerk's Office. Date sent _____
	☐ Applicant signs and return the Acceptance of Boundaries form to the Clerk's Office before the public hearing date.
	STEP 4: All new alcohol beverage license applications must be reviewed by multiple City departments - Finance Department verifies a City business license is in place or has been applied for - Community Development Department verifies zoning and use - Code Compliance verifies there are no outstanding code issues at the business site - Police Department conducts required background checks - Building Department performs a building inspection and ensures a certificate of occupancy is in place before a license can be issued - City Attorney's Office reviews for potential legal issues
	STEP 5: The Clerk's Office publishes notice of the public hearing in the newspaper and mails notice to the addresses within one half mile of the establishment Date of Newspaper Notice: _____ Date letters sent: _____
	STEP 6: City Clerk's Office prepares a public hearing sign and notifies the applicant when it is ready to pick up at City Hall. The public hearing sign must be posted on the premises of the establishment applying to be licensed for at least 10 days prior to the public hearing. The applicant will also be provided an Affidavit of Posting for the applicant to complete and have notarized Date applicant notified to pick up sign and affidavit: _____
	☐ Applicant completes then signs in front of a notary and returns the Affidavit of Posting form to the Clerk's Office before the public hearing date.
	STEP 7: City Clerk's Office prepares the Clerk's Administrative Report and sends a copy to the applicant at least 5 days before the public hearing Date Sent: _____
	☐ Applicant must return any evidence of needs and desires, such as a neighborhood petition, prior to the public hearing date
	STEP 7: Public hearing is held in front the hearing officer on the license application - the applicant must appear, and present information about why a license should be granted, including evidence of the needs and desires of the surrounding area - members of the public may submit comments or appear in person to offer comments on the application - the Clerk's Office presents its report to the hearing officer - the City Attorney's Office has an opportunity to ask questions of the applicant and seek further information about the application - the Hearing Officer may also ask questions of the applicant and seek any necessary information before making a decision on the application
	STEP 8: If the hearing officer approves the application, it is submitted to the state for review and approval. If the application was already submitted for concurrent review, the state is notified of the local approval. Date of submission/notification to state: _____
	STEP 9: Once the state approves the application, it issues a state license and sends it to the City. Once all conditions of approval have been met, the City issues the local license as well and sends both licenses to the applicant. Date licenses issued: _____

Attachment to New Liquor/3.2% Beer Retail Liquor License or Renewal Application

(Please type or print legibly)

Completion of the following information will aid in the review of your application for a new liquor or 3.2% beer license or annual License Renewal Application in the City Clerk's Office, as well as review of a possible application to operate an Entertainment Establishment you may have submitted to the Community Development Department. Please answer in detail.

1. Describe the nature of the proposed establishment and the target market (restaurant, tavern, sports bar, families, college students, etc.):	Brounch restaurant, Cock tail Bar.
2. What are the proposed hours and days of operation for the establishment?	Target Market: Brunch Family West Greeley. Cocktail Bar - ^{working} Class 28-65 Gam - 12am Sat - Sun Gam - 12 Friday Gam - 11pm Mon - Thursday
3. How many individuals will be employed at this proposed establishment and how many will be full-time versus part-time? (Please provide responsibilities, for example, assistant manager, bartender, waitstaff, doorstaff, etc.)	35 - 45 50 People 50% Full time 50% Part time W.II be full restaurant staff from a manager to Hostess including Bartender
4. What is the ratio of staff to patrons for both average and peak hours of operation?	
5. Describe your past training and experience in the sale/service of alcohol beverages (include any special or certified training received):	Had a Previous liquor license in greeley
6. Describe your proposed operating manager's past training and experience in the sale/service of alcohol beverages (include any special or certified training received):	Our Managers have completed TIPS Training and we have had a liquor license in the past. We have implemented rules and created Manuals for employees.
7. What type of training is proposed for employees at this establishment in the safe and legal sale/service of alcohol beverages?	We will start with an initial meeting before we open. We will go over the rules & procedures for handling issues that come up. We will also require TIPS training for all bartenders & Servers
8. Describe any other types of training or operating procedures that employees will be following in the day-to-day operation of this proposed establishment:	1) Initial training before opening, with all pertinent staff 2) T.I.P.S. training for all pertinent staff 3) Regular meetings with pertinent staff to ensure all Procedures & requirements are being very closely adhered to.

9. What methods will be used in checking identification for proper age of patrons (at the door, at the bar, etc.) and how will underage patrons be identified so as not to be served alcohol beverages (stamp, wrist band, etc.)?

all ids will be

10. Describe how the business will manage patron and employee conformance with no smoking laws, noise, and other nuisance behaviors (trash, intimidation of other parties, etc.) while on the premises:

Training staff & managers

11. What types of entertainment will be offered, if any, at this proposed establishment? (for example, music, pool, darts, etc.):

music in evening.

12. Describe special promotions or activities that may attract a larger than typical attendance and any additional or special management practices that will be employed to handle such increased attendance:

No planned events that would bring large crowds

13. What types of security, if any will be provided at this proposed establishment, and will they be armed in any way?

No security is planned

14. If security is planned, who will provide such service, and have all applicable licenses been obtained?

N/A

15. What is the buildings' occupancy limit? _____ Describe an emergency building exit plan?

16. What types of alternate beverages and food/snacks will be provided at this proposed establishment?

Full Brunch menu in day, appetizers in the evening

17. What is the estimated ratio of food sales to alcohol beverage sales at this establishment?

75% Food 25% alcohol

I hereby certify, under penalty of perjury, that the information provided to the Greeley Liquor Licensing Authority contained in this Attachment to Liquor/3.2% Beer Retail License Application is true and accurate to the best of my knowledge.

Carla Long
Applicant's Signature

10-20-21
Date

Colorado Liquor
Retail License Application

☒ New License				☒ New-Concurrent				☐ Transfer of Ownership				☐ State Property Only				☐ Master file			
All answers must be printed in black ink or typewritten																			
Applicant must check the appropriate box(es)																			
Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor																			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other																			
☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)																			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation												FEIN Number							
Blue Mug Coffee Bar LLC												45-2853875							
2a. Trade Name of Establishment (DBA)										State Sales Tax Number				Business Telephone					
Out of the Blue										04297178				970-576-0498					
3. Address of Premises (specify exact location of premises, include suite/unit numbers)																			
411 Centerplace Drive Unit D																			
City						County						State		ZIP Code					
Greeley						Weld						CO		80634					
4. Mailing Address (Number and Street)						City or Town						State		ZIP Code					
411 Centerplace Dr Unit D						Greeley						CO		80634					
5. Email Address																			
Austin@GreeleyHatchetHouse.com																			
6. If the premises currently has a liquor or beer license, you must answer the following questions																			
Present Trade Name of Establishment (DBA)						Present State License Number				Present Class of License				Present Expiration Date					
Section A Nonrefundable Application Fees*								Section B (Cont.) Liquor License Fees*											
☒ Application Fee for New License.....\$1,550.00								☐ Liquor-Licensed Drugstore (County)\$312.50											
☒ Application Fee for New License w/Concurrent Review\$1,650.00								☐ Lodging & Entertainment - L&E (City)\$500.00											
☐ Application Fee for Transfer\$1,550.00								☐ Lodging & Entertainment - L&E (County)\$500.00											
Section B Liquor License Fees*								☐ Manager Registration - H & R\$75.00											
☐ Add Optional Premises to H & R\$100.00 X _____ Total _____								☐ Manager Registration - Tavern\$75.00											
☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____								☐ Manager Registration - Lodging & Entertainment\$75.00											
☐ Add Sidewalk Service Area\$75.00								☐ Manager Registration - Campus Liquor Complex\$75.00											
☐ Arts License (City)\$308.75								☐ Optional Premises License (City)\$500.00											
☐ Arts License (County)\$308.75								☐ Optional Premises License (County)\$500.00											
☐ Beer and Wine License (City)\$351.25								☐ Racetrack License (City)\$500.00											
☐ Beer and Wine License (County)\$436.25								☐ Racetrack License (County)\$500.00											
☐ Brew Pub License (City)\$750.00								☐ Resort Complex License (City)\$500.00											
☐ Brew Pub License (County)\$750.00								☐ Resort Complex License (County)\$500.00											
☐ Campus Liquor Complex (City)\$500.00								☐ Related Facility - Campus Liquor Complex (City)\$160.00											
☐ Campus Liquor Complex (County)\$500.00								☐ Related Facility - Campus Liquor Complex (County)\$160.00											
☐ Campus Liquor Complex (State)\$500.00								☐ Related Facility - Campus Liquor Complex (State)\$160.00											
☐ Club License (City)\$308.75								☐ Retail Gaming Tavern License (City)\$500.00											
☐ Club License (County)\$308.75								☐ Retail Gaming Tavern License (County)\$500.00											
☐ Distillery Pub License (City)\$750.00								☐ Retail Liquor Store License-Additional (City)\$227.50											
☒ Distillery Pub License (County)\$750.00								☐ Retail Liquor Store License-Additional (County)\$312.50											
☒ Hotel and Restaurant License (City)\$500.00								☐ Retail Liquor Store (City)\$227.50											
☐ Hotel and Restaurant License (County)\$500.00								☐ Retail Liquor Store (County)\$312.50											
☐ Hotel and Restaurant License w/one opt premises (City)\$600.00								☒ Tavern License (City)\$500.00											
☐ Hotel and Restaurant License w/one opt premises (County)\$600.00								☒ Tavern License (County)\$500.00											
☐ Liquor-Licensed Drugstore (City)\$227.50								☐ Vintners Restaurant License (City)\$750.00											
								☐ Vintners Restaurant License (County)\$750.00											
* Note that the Division will not accept cash																			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information																			
Do not write in this space - For Department of Revenue use only																			
Liability Information																			
License Account Number				Liability Date				License Issued Through (Expiration Date)				Total							
												\$							

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information ☐ A. Applicant/Licensee identified ☐ B. State sales tax license number listed or applied for at time of application ☐ C. License type or other transaction identified ☐ D. Return originals to local authority (additional items may be required by the local licensing authority) ☐ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises ☐ A. No larger than 8 1/2" X 11" ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☐ E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☐ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) ☐ A. Certificate of Incorporation ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☐ A. Copy of articles of organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application ☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒				
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒ If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒				
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☐ Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒				
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒				
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐				
13 b. Are you a Colorado resident? ☒ ☐				
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☒ ☐ <i>Sent via email</i>				
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <i>P. B. Roche</i>				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☐				
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Jenkins	Austin	██████	██████	
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Long	Janna	██████	██████	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☒ Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☒ Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐ If "yes" a copy of license must be attached.				

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
		Yes No		
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		☐ ☐		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		☐ ☐		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐ ☐		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		☐ ☐		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		☐ ☐		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		☐ ☐		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints. N/A				
Last Name of Manager Long		First Name of Manager Janna		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes No ☒ ☐		
25. Related Facility - Campus Liquor Complex applicants answer the following:		Yes No ☐ ☒		
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.		Yes No		
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		☐ ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		☐ ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant . All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Carla Long	Home Address, City & State 1275 51st Ave, Greeley CO 80634	DOB [REDACTED]	Position Owner	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name		Type of License	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>Carla R. Long</i>		Printed Name and Title <i>Carla R. Long</i>		Date <i>10/5/21</i>
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: ☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) ☐ Date of inspection or anticipated date _____ ☐ Will conduct inspection upon approval of state licensing authority				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?				Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?				☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number		☐ Town, City ☐ County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

November 1, 2021

To Whom it may Concern,

The Blue Mug Coffee Bar LLC held a wine and beer license in 2012 for two years at: 931 16th Street Greeley CO 80631

We have no current financial interest or loans related to that location as we no longer lease that space.

The Blue Mug Coffee Bar LLC
\$200,000.00 cash at the Bank of Colorado
\$200,000.00 loan for current build of Out of the Blue through Bank of Colorado

Sincerely,

Carla Long

24.) NOCO Axe Throwing INC, Beer & Wine, 03-13925

Tax Check Authorization, Waiver, and Request to Release Information

I, Carla Long am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of The Blue mug coffee Bar ("Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>The Blue mug Coffee DBA Out of the Blue</u>		Social Security Number/Tax Identification Number <u>45-2853875</u>	
Address <u>4111 Centerplace Dr. Unit D</u>			
City <u>Greeley</u>		State <u>CO</u>	Zip <u>80634</u>
Home Phone Number <u>970 576 0498 9619</u>		Business/Work Phone Number <u>970 576 9619</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Carla R. Long</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Carla R Long</u>			Date signed <u>10/20/21</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business <u>Out of the Blue</u>		Home Phone Number	Cellular Number <u>970-576-9619</u>	
2. Your Full Name (last, first, middle) <u>Long, Carla, Renee</u>		3. List any other names you have used <u>Karla Long</u>		
4. Mailing address (if different from residence)		Email Address <u>Boulder89@gmail.com</u>		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From To
Current <u>1275 51st Ave</u>		<u>Greeley CO 80634</u>		<u>2018</u> <u>Current</u>
Previous <u>4672 W 20th St RD</u>		<u>Greeley CO 80634</u>		<u>2018</u> <u>2018</u>
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held From To
<u>The Blue Mug</u>		<u>2030 35th Ave Unit D</u> <u>greeley, CO 80634</u>		<u>owner</u> <u>7-2011</u> <u>Current</u>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held Name of Licensee
<u>Austin Jenkins</u>		<u>Son in Law</u>		<u>Business Owner</u> <u>NOCO Axe Throwing</u>
<u>Suma Long</u>		<u>Daughter</u>		<u>Business Owner</u> <u>NOCO Axe Throwing</u>
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 1/3/71	b. Social Security Number [REDACTED]	c. Place of Birth Little Rock, AR	d. U.S. Citizen ☒ Yes ☐ No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number
k. Permanent Residence Card Number			
l. Height 5'7"	m. Weight 171	n. Hair Color Blonde	o. Eye Color Blue
p. Gender f	q. Race caucasian	r. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No [REDACTED] State Colorado	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 500,000

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 500,000

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
cash	Bank, checking	Bank of Colorado	250,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

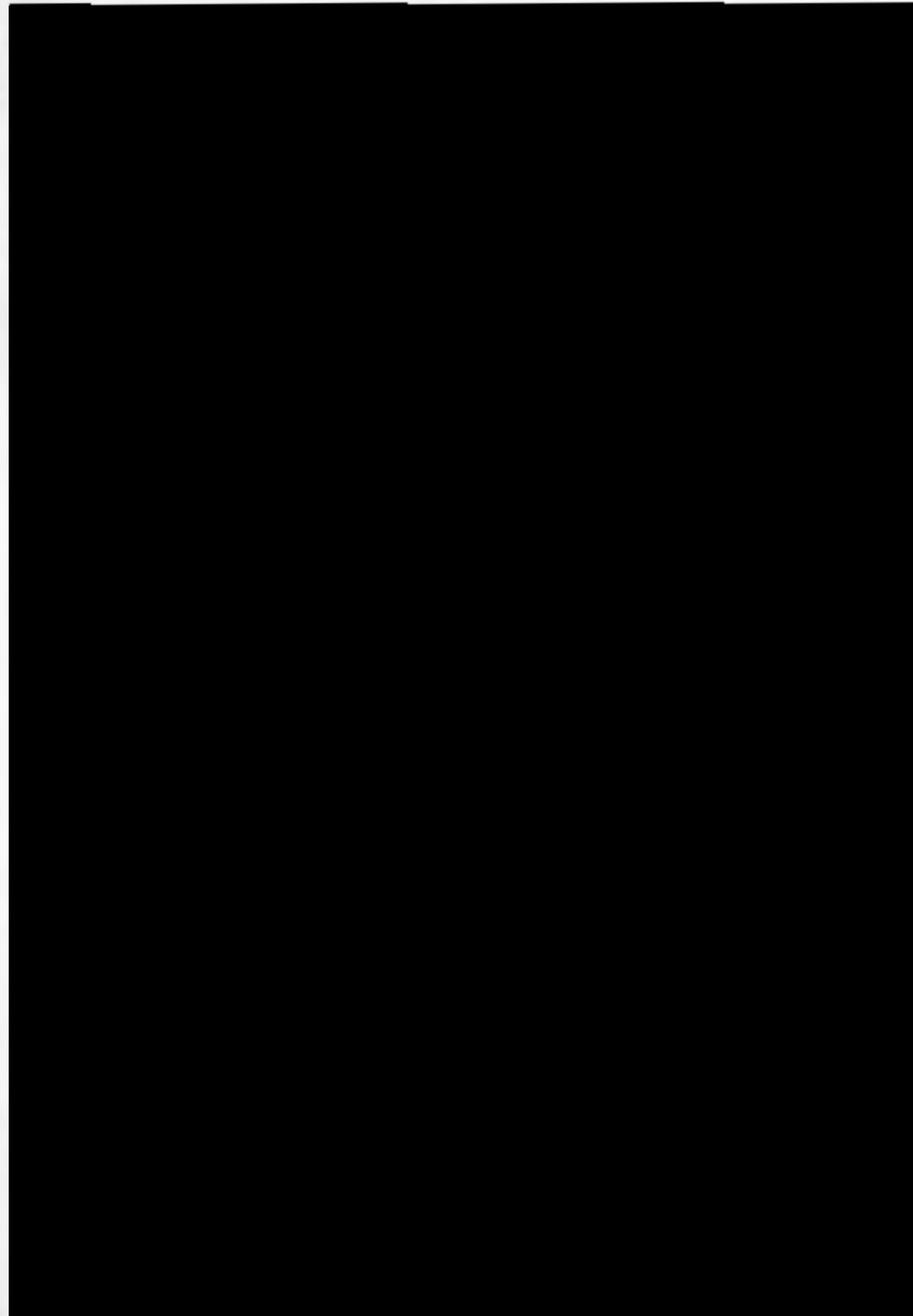
e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Bank of Colorado	3459 W. 22nd St. 222	5 years	Equipment home, cars	250,000

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature Cortez Lang	Print Signature Cortez Lang Cortez Lang AP	Title Cortez AP	Date 10-31-21
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COLORADO

**Department of Health Care
Policy & Financing**

**AFFIDAVIT FOR LAWFUL PRESENCE
COLORADO DENTAL HEALTH CARE PROGRAM FOR LOW-INCOME SENIORS**

I, Carla Long, swear of affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- ☒ I am a United States citizen.
☐ I am not a United States citizen but I am a Permanent Resident of the United States.
☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a "state public benefit,,," as that term is defined under section 24-76.5-102(3), C.R.S. (2016). I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this state public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under section 18-8-503 C.R.S. (2016), and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature: Carla Long

Date: 10/6/21

FOR INTERNAL USE ONLY

Please mark the box that indicates which document was verified for lawful presence and keep a photocopy of the document present in the applicant's file.

- ☒ A current, valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S., unless that license or card states: "Not Valid for Federal Identification, Voting, or Public Benefit Purposes,,," or
☐ Any out-of-state driver's license or state-issued identification card if that state requires that the Applicant prove lawful presence prior to issuance of the license or identification card, or
☐ A United States military or a military dependent's identification card, or
☐ A United States Coast Guard Merchant Mariner card, or
☐ A Native American tribal document, or
☐ Other documentation pulled from SAVE or found on a Federal list of acceptable documentation for establishing lawful presence (see 1 CCR 204-30 §§ 2.1.4 and 2.1.6)

Name of document accepted (include document number): _____

Date verified in SAVE (if applicable): _____



SELF AND THIRD-PARTY DECLARATION

Please Note: If the applicant is a United States citizen and is unable to present any of the documents listed on this form they may submit a written declaration or a third-party written declaration. These options should be used with caution and only as a last resort. The applicant must sign below.

I, Carla Long, self-declare and swear or affirm under penalty of perjury, and possibly subject to later verification of status, that I am a United States citizen or non-citizen national.

Signature Carla Long

Date: 10/6/21

I, _____, swear or affirm under penalty of perjury, and possibly subject to later verification of status, that I have personal knowledge that the Applicant is a United States citizen or non-citizen national.

Signature _____

Date: _____

For Colorado Department of Revenue's Lawful Presence Rule, see 1 CCR 204-30 Rule 5:
<http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=6860&fileName=1%20CCR%20204-30>

States that require Applicants to prove lawful presence prior to issuing a driver's license or identification card are also called REAL ID compliant states. A list of REAL ID compliant states can be found here: <https://www.dhs.gov/current-status-states-territories>

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

Out of the Blue

2. Your Full Name (last, first, middle)

Carla Renee Long

3. List any other names you have used.

Karla

4. Mailing address (if different from residence)

N/A

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current			
1275 51st Ave	Greeley CO 80634	2018	present
Previous			

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
The Blue Mug	2030 35th Ave # D	owner	2011	present
	Greeley CO 80634			

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
Austin Jenkins	son in law	owner	Austin Jenkins
Janna Long	daughter	owner	Austin Jenkins

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

☒ Yes

☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

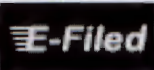
☐ Yes

☒ No

Document must be filed electronically.
Paper documents will not be accepted.

Document processing fee
Fees & forms/cover sheets
are subject to change.

To access other information or print
copies of filed documents,
visit www.sos.state.co.us and
select Business Center.



\$50.00

Colorado Secretary of State
Date and Time: 07/28/2011 02:43 PM
ID Number: 20111430167

Document number: 20111430167
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

The Blue Mug Coffee Bar, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "LLC", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

2030 35th Ave.

(Street number and name)

Greeley

(City)

CO

(State)

80634

(ZIP/Postal Code)

United States

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Long

(Last)

Arthur

(First)

F.

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1704 88th Ave.

(Street number and name)

Greeley

(City)

CO

(State)

80634

(ZIP Code)

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual)

Long Arthur F.
(Last) (First) (Middle) (Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

1704 88th Ave.

(Street number and name or Post Office Box information)

Greeley CO 80634
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

OR

☒ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Long	Arthur	F.	
(Last)	(First)	(Middle)	(Suffix)
1704 88th Ave.			
(Street number and name or Post Office Box information)			
Greeley		CO	80634
(City)	(State)	(ZIP/Postal Code)	
United States			
(Province – if applicable)		(Country)	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Blue Mug Coffee Bar, LLC

is a

Limited Liability Company

formed or registered on 07/28/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111430167 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2021 that have been posted, and by documents delivered to this office electronically through 11/01/2021 @ 12:08:38 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/01/2021 @ 12:08:38 in accordance with applicable law. This certificate is assigned Confirmation Number 13552296 .

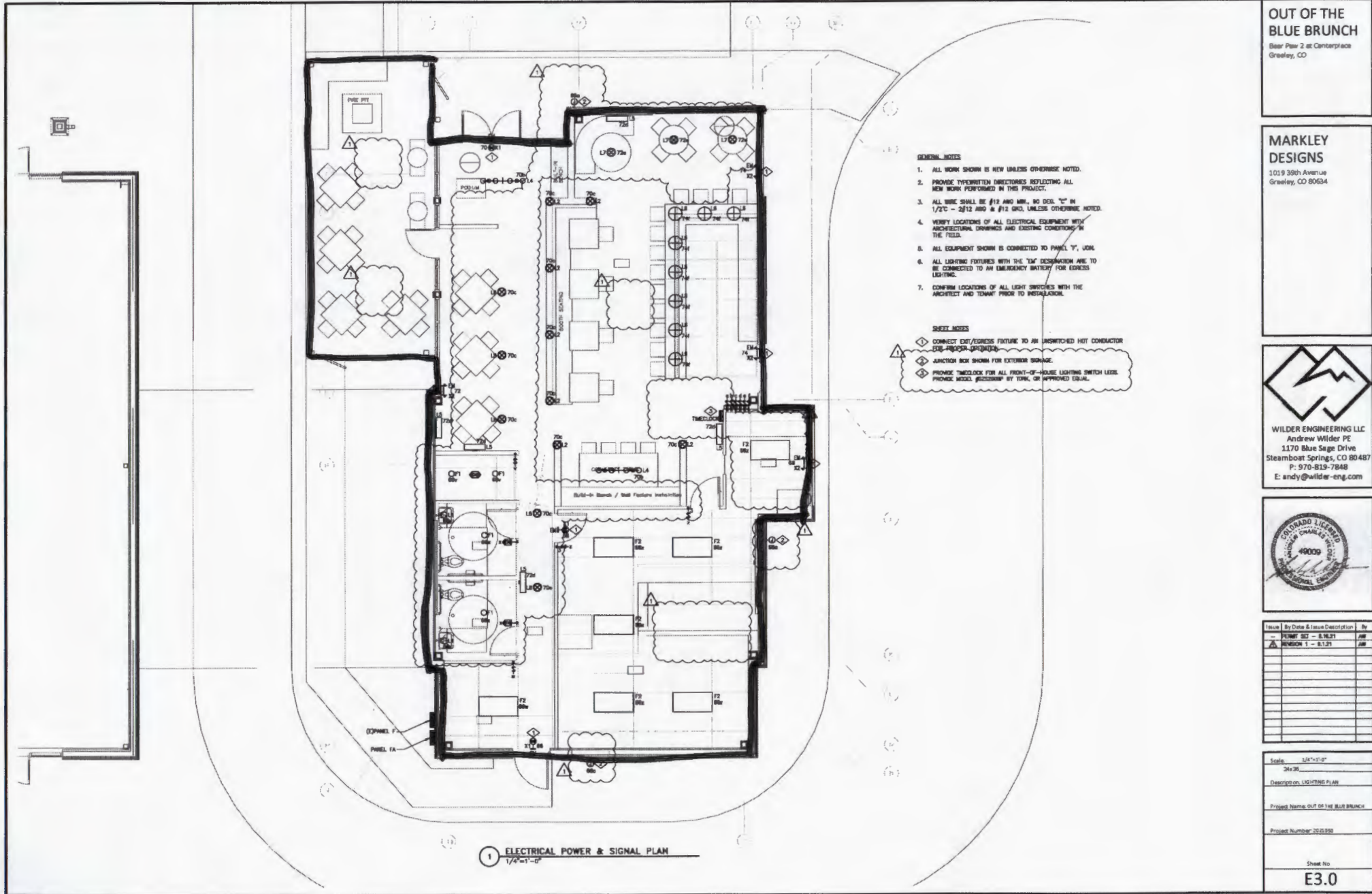


Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



OUT OF THE
BLUE BRUNCH
Bear Paw 2 at Centerplace
Greeley, CO

MARKLEY
DESIGNS
1019 39th Avenue
Greeley, CO 80634



WILDER ENGINEERING LLC
Andrew Wilder PE
1170 Blue Sage Drive
Steamboat Springs, CO 80487
P: 970-813-7848
E: andy@wilder-eng.com



Issue	By	Date & Issue Description	By
1	AW	REVISION 1 - 8.1.21	AW

Scale	1/4"=1'-0"
Sheet No.	34x36
Description	LIGHTING PLAN
Project Name	OUT OF THE BLUE BRUNCH
Project Number	2020.010
Sheet No.	E3.0

SHOPPING CENTER LEASE AGREEMENT

By and Between

**BEAR PAW CENTERPLACE, LLC
a Colorado limited liability company**

As LANDLORD

And

**The Blue Mug Coffee Bar, LLC
a Colorado limited liability company
d/b/a
Blue Mug**

As TENANT

SHOPPING CENTER LEASE

This Lease, entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the Landlord and the Tenant hereinafter named.

ARTICLE I DEFINITIONS AND CERTAIN BASIC PROVISIONS

- 1.1 (a) "Landlord": Bear Paw Centerplace, LLC
a Colorado limited liability company
- (b) Landlord's mailing address: 2030 35th Ave Suite A-1
Greeley, CO 80634
- (c) "Tenant": Blue Mug, LLC
- (d) Tenant's mailing address:

Blue Mug
6000 Broken Sound Parkway NW, Suite 200
Greeley, CO 80634
Attention: Art Long

- (e) Tenant's trade name: Blue Mug.
- (f) Tenant's address in Shopping Center: 4111 Centerplace Drive Unit D
Greeley, CO 80634

(g) "Premises": Approximately 2,300-150 leasable square feet, but in no event less than 2,150 square feet, in the premises being shown and outlined on the site plan attached hereto as Exhibit "A" and with the dimensions shown on the floor plan attached hereto as Exhibit "A-1". The "Shopping Center", known as Bear Paw Centerplace, shall refer to the property shown on Exhibit "B", attached hereto and incorporated herein by this reference.

(h) "Initial Term": Commencing on the "Commencement Date" as hereinafter defined and ending sixty four (64) calendar months thereafter; ~~except that in the event the Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of days in addition to the remainder of the calendar month following the Commencement Date.~~ "Lease Year" means each period of twelve (12) consecutive calendar months in the Initial Term or, if extended, the Lease Term, beginning on the Commencement Date (or annual anniversary thereof) and ending on midnight of the last day of the twelfth (12th) calendar

month after the Commencement Date (or annual anniversary thereof); provided, however, that if the Commencement Date is not the first day of a calendar month, then the first Lease Year shall begin on the first day of the first calendar month following the Commencement Date, ~~and any portion of a calendar month prior to the Commencement Date will be included within the first Lease Year.~~

(i) "Tenant's Proportionate Share" shall mean that certain fractional share, the numerator of which shall be the number of leasable square feet of the floor space in the Premises, and the denominator of which shall be the number of leasable square feet of floor space of all ~~stores~~ buildings owned by the Landlord in the Shopping Center, as constructed, whether or not actually leased to other tenants. In no event shall any anchors, outparcels or unleased premises be excluded from the denominator of Tenant's Proportionate Share.

(j) "Minimum Rental": See Appendix I

(k) "Additional Rent" shall mean all payments and charges due hereunder other than Minimum Rental. In the event Tenant shall fail to pay any Additional Rent as provided hereunder within fifteen (15) days after written notice from Landlord, such failure shall constitute a failure to pay rent, for which Landlord shall have all rights and remedies hereunder.

(l) "Permitted Use": The Premises may be used by Tenant, or its lessees or assigns, as a full-service breakfast and brunch bar and eatery;; a full-service coffee bar/shop, offering a variety of coffee, tea, and other related beverages with pastries and baked goods; and cocktail bar and lounge, offering a variety of alcoholic beverages such as beer, liquor, coffee with liquor, and/or cocktails for consumption on the Premises (along with a variety of non-alcoholic beverages as commonly found in a cocktail lounge), and any and all other ancillary purposes related to the foregoing.

(m) "Brokers": PB Roche Real Estate Solutions, has represented Landlord and Tenant as a broker in this transaction and will be paid by Landlord pursuant to a separate agreement. PB Roche Real Estate Solutions shall be collectively referred to herein as "Broker." The Parties further represent and warrant to the other that no person or entity, other than Broker, claims any commission, finder's fee, or other amounts by, through or under such party as a result of this transaction. Each party shall indemnify and hold the other harmless from any costs, expenses (including reasonable attorneys' fees), or liability for commissions or other compensation or charges claimed by any broker or agent (other than Broker) with respect to this Lease by, through or under the indemnifying party.

(n) Intentionally Omitted.

(o) "Tenant Improvement Allowance": \$40.00 per leasable square foot of the Premises paid to Tenant by Landlord in accordance with Section 3.4 hereof.

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by references thereto in other provisions of this Lease.

ARTICLE II GRANTING CLAUSE

2.1 In consideration of the obligation of Tenant to pay Minimum Rental and Additional Rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord the Premises as described in Article I, Section 1.1(g) together with all of Landlord's rights, privileges, easements, rights-of-way and appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and streets reasonably required for ingress to and egress from the Premises. TO HAVE AND TO HOLD said Premises for the lease term specified in Article I, Section 1.1(h), all upon the terms and covenants set forth in this Lease. Landlord represents, warrants and covenants to Tenant as of the date hereof, on the date that Landlord delivers possession of the Premises to Tenant, and throughout the Lease Term (and any extension thereof) the following:

- (a) Landlord has good, marketable and merchantable title to the Premises, in fee simple, subject only to the "Permitted Title Exceptions" listed on Exhibit "E" attached hereto and made a part hereof by reference. Landlord does warrant and will defend title to the Premises, and will indemnify Tenant against any damage and expense which Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the Premises (other than the Permitted Title Exceptions and as set forth in this Section 2.1.).
- (b) The Permitted Use within the Shopping Center and the Premises is a use as of right under all applicable zoning and land use laws, rules or regulations affecting the Shopping Center and/or the Premises.
- (c) Landlord has full right, power and authority to enter into this Lease.
- (d) Landlord is a duly constituted and validly existing limited liability company and has the full power and authority to carry out the transactions contemplated by this Lease.
- (e) All internal company actions and other proceedings required to be taken on the part of Landlord to authorize Landlord to execute and deliver this Lease and to consummate the transaction contemplated have been duly and validly taken.
- (f) The execution, delivery and performance of the Lease will not conflict in any way with the applicable company documents, and will not conflict or result in a breach or default under any note, lease, mortgage, indenture, contract or commitment to which Landlord is a party or by which Landlord may be bound.
- (g) There are no pending or threatened lawsuits or administrative actions of any nature which in any way affect title to the real property upon which the Shopping Center and the Premises are located, affect in any way the organization or solvency of Landlord, or in any way affect the validity and enforceability of this Lease, or in any way affect the rights of Tenant under the terms of this Lease.

- (h) This Lease does not violate or conflict in any material way with the terms of any other lease applicable to the Shopping Center (such as, but not limited to, provisions relating to exclusives, sale of food, sale of alcoholic beverages, exterior signage, hours of operation or the like), or the terms of any reciprocal operating agreement, cross easement agreement, any restrictive covenants or any other document, and no document grants any adjacent property owner any rights which may diminish or otherwise affect Tenant's rights granted hereunder.
- (i) Intentionally Deleted.
- (j) Public sewer, gas, water, electricity and other utilities required by Tenant are located in or attached to the Premises or available via conduit for applicable low voltage providers and available for use on the Premises at locations mutually agreed upon between Tenant and Landlord.
- (k) There are no easements or restrictions that would or will adversely affect Tenant's use of the Premises.
- (l) In no event will union labor be required for completion of Landlord's Work or Tenant's Work.
- (m) On the Effective Date and throughout the Lease Term (and any extensions thereof), there shall be sufficient parking at the Shopping Center to comply with the number of parking spaces required by applicable code and ordinances without the need for a variance therefor, and Tenant shall have non-exclusive access to and use of sufficient parking to meet the current parking ratio required for Tenant's Permitted Use under the applicable code of the City of Greeley.

Any declarations, covenants or restrictions upon the Shopping Center must be approved in advance by Tenant prior to the imposition thereof upon Tenant. Further, in the event Landlord modifies any of the declarations, covenants or restrictions upon the Shopping Center pursuant to Landlord's rights thereunder, Landlord warrants that such modifications shall not result in the material derogation or diminution of any of Tenant's rights, nor materially increase any of Tenant's obligations or liabilities hereunder. Landlord agrees that, upon the reasonable request of Tenant, Landlord will assist Tenant in obtaining any and all approvals required by any owners' association applicable to the Premises.

2.2 Tenant may, at any time and in its sole and absolute discretion, elect to carry out such title searches and other investigations as it deems appropriate to ascertain the state of Landlord's title. In pursuance of the same, Tenant may obtain, at the expense of Tenant, a title insurance policy, with endorsements, issued by a title insurance company (the "Title Insurance Company") acceptable to Tenant. Landlord agrees to deliver, within seven (7) days after notification by Tenant or its agents or the name and address of the Title Insurance Company which will furnish the policy, to said Title Insurance Company at such address all title information in Landlord's possession relating to the Premises and thereafter any additional documents as may be required by the Title Insurance Company to issue its policy of title insurance. Said title insurance policy must insure Tenant (in an amount to be mutually agreed upon by Landlord and Tenant) that good and marketable title to the Premises is vested in

Landlord free and clear of all liens and encumbrances except taxes not yet due and payable, easements for access and utilities and other exceptions to title which are reasonably acceptable to Tenant, and insure that the leasehold estate created by this Lease is vested in Tenant, without exceptions, free and clear of all liens and encumbrances except as aforesaid. In the event that such searches and investigations reveal any liens, encumbrances or exceptions to the title other than those specified above or any state of title other than as specified above, Tenant and/or the Title Insurance Company shall provide Landlord with written notice of those matters that Tenant finds objectionable. In the event Landlord fails to satisfy Tenant's title objections within thirty (30) days from receipt thereof from Tenant, Landlord shall be deemed in default hereunder.

2.3 Tenant shall have the right (the "Option") to extend the Initial Term of this Lease for three (3) successive periods of five (5) years each (each, an "Option Period") from the date upon which the Initial Term or applicable Option Period would otherwise expire, under the same terms and conditions specified in this Lease. The Initial Term, as extended by the exercise of an Option for an Option Period, is called the "Lease Term". Tenant may exercise any Option by notifying Landlord (the "Option Notice") not less than three (3) months before the beginning of the Option Period for which the then-current Lease Term is to be extended by the exercise of any Option. Any holding over or failure to vacate the Premises at the end of the then-current Lease Term shall not be deemed or construed to be an exercise of any Option Period or an extension of the Lease Term. Should Tenant fail to timely provide Landlord any Option Notice, Tenant's rights to the next occurring (and after remaining) Option Term(s) shall not be terminated or waived unless and until Landlord provides Tenant written notice of Tenant's failure to timely exercise its rights to the Option Term(s) (such notice constituting the "Option Lapse Notice"), and Tenant thereafter fails to affirmatively exercise its rights to extend the then-current Lease Term for the next occurring Option Period within thirty (30) days following receipt of the Option Lapse Notice. Should Tenant fail to provide the Option Notice but Landlord fail to provide the Option Lapse Notice, then upon the expiration of the then-current Lease Term, the Lease shall be deemed terminated. ~~extended as if Tenant had timely provided an Option Notice unless Tenant vacates the Premises upon the expiration of the then-current Lease Term, in which event the Lease shall be deemed terminated.~~

2.4 Intentionally Omitted.

2.5 Tenant's obligations under this Lease shall be expressly contingent upon Tenant's ability to obtain all building permits from applicable governing authorities as are necessary for the commencement of Tenant's Work and Tenant's occupancy. Subject to an extension as a result of the COVID-19 Pandemic and any other Force Majeure (as such terms are hereinafter defined), Tenant shall have a period of three (3) months from the later to occur of (a) the Effective Date or (b) delivery to Tenant of final ~~CAD~~ drawings from Landlord in a commercially reasonable manner, whichever occurs last (such time period being the "Permit Period") to obtain such approvals from applicable governing authorities. Landlord shall cooperate with such approval process by providing Tenant with necessary documents within five (5) business days from Tenant's written request. Landlord shall have five (5) business days from receipt of Tenant drawings for approval or rejection. At any time during the Permit Period, Tenant may terminate this Lease upon written notice to Landlord, without penalty, following which termination neither Landlord nor Tenant shall have any further liability under this Lease, excepting obligations which expressly survive termination or expiration (pre-paid rent, if any, shall be returned to Tenant).

2.6 Intentionally Omitted.

ARTICLE III CONSTRUCTION AND ACCEPTANCE OF PREMISES

~~3.1 Landlord shall proceed to construct improvements upon the Premises in compliance with the "Landlord's Work", and tender the Premises to Tenant when the Premises are "Ready for Occupancy" (as herein defined). (The term "Landlord's Work" as used in this Lease shall mean and refer to the construction obligations of Landlord described in Exhibit "C" attached hereto). The Premises shall be deemed to be "Ready for Occupancy" when (i) the Premises are free and clear of all tenants and occupants and the rights of either, (ii) Landlord certifies in writing to Tenant that Landlord has substantially completed Landlord's Work ("Substantial Completion"), as described in Exhibit "C," with the exception of that part of Landlord's Work, if any, which Landlord cannot complete until Tenant performs necessary portions of Tenant's Work (as defined in this Section 3.1 hereinbelow), (iii) the Premises is in compliance with all applicable governmental laws, rules and regulations, including, without limitation, the Americans with Disabilities Act, (iv) the Premises and Shopping Center are free from any Hazardous Substances in violation of applicable Environmental Laws, and (v) the Common Areas of the Shopping Center (including, without limitation, all sidewalks and any exterior patio area) are materially and substantially complete (provided, however, that certain components of the Common Areas may be completed after the date the Premises is Ready for Occupancy, but no later than the Commencement Date, so long as Landlord's completion of the Common Areas does not interfere with Tenant's Work or otherwise delay or impede Tenant's ability to secure any applicable permits, licenses, certificates of occupancy or other applicable governmental approvals). Landlord shall obtain the "shell" building permit necessary for Landlord's Work and to the extent a "shell" certificate of occupancy is required, Landlord shall obtain the same (or be responsible for the failure to obtain such certificate). Landlord agrees that it shall, at its sole cost and expense, commence and pursue Landlord's Work to completion in accordance with Exhibit "C" and in compliance with all applicable codes, laws, regulations and ordinances.~~

~~After receipt of Landlord's notice of anticipated Substantial Completion, Tenant shall tour the Premises with Landlord, at which time Landlord and Tenant shall jointly prepare a list (the "Punch List") of those items which have not been completed in accordance with Exhibit "C" or in compliance with the terms hereof (including, but not limited to, Landlord's obligation to deliver the Premises to Tenant Ready for Occupancy). Landlord shall complete the Punch List items within thirty (30) days or for items not able to be completed within thirty (30) days, Landlord shall commence and diligently pursue such items to completion; provided, however, Substantial Completion shall not be deemed to exist until any identified Punch List items are completed in accordance with Exhibit "C", unless Tenant and Landlord otherwise mutually agree, or unless such Punch List items cannot be completed until Tenant's Work is complete. Represents that the Premises is Ready for Occupancy on the Effective Date.~~

Subject to Tenant's right to terminate as set forth in Section 2.5 and Exhibit C hereof, or as otherwise provided herein, Tenant shall obtain the building permits necessary for Tenant's Work and Tenant shall obtain the final certificate of occupancy; provided, however, Landlord shall use reasonable efforts to cooperate with Tenant in any manner necessary for Tenant to obtain any such permit, license or certificate. Tenant agrees to submit its Landlord approved Plans and Specifications (as defined in Exhibit "C" attached hereto) for Tenant's Work to the applicable governmental agencies within thirty (30) business days following the Premises being declared Ready for Occupancy. When the Premises are Ready for Occupancy, and subject to Tenant's right to object to the Premises upon an inspection thereof

in Tenant's sole and absolute discretion, Tenant agrees to accept possession thereof and to proceed with due diligence to perform "Tenant's Work". For the purposes of this Lease, "Tenant's Work" shall be deemed to be the construction of those improvements in the Premises that consistent with the approved plans for Tenant's Work as contemplated by and in accordance with Article I of ~~Exhibit "C"~~ and Exhibit C-2 attached hereto and incorporated herein by reference. ~~In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the mutual determination by (i) Landlord's architect or engineer and (ii) Tenant's architect or engineer shall be conclusive.~~ By initiating Tenant's Work in the Premises, Tenant shall be deemed to have accepted possession thereof, except as otherwise agreed in writing by Landlord and Tenant or set forth herein, or in the event of any default of Landlord hereunder. Tenant further agrees that, if reasonably requested by Landlord, Tenant will furnish Landlord with a written statement that Tenant has accepted possession of the Premises and that Landlord has fully complied with Landlord's covenants and obligations with respect to this Section 3.1, except for any Punch List items, except that Tenant shall in no event be obligated to provide such written statement if Tenant reasonably believes Landlord has not fulfilled its obligations under this Section 3.1. Subject to Landlord's duties herein and obligations hereunder, and unless delayed as a result of Landlord's action or omission hereunder, Tenant agrees to furnish to Landlord a Certificate of Occupancy from applicable local authorities upon the Commencement Date.

Tenant may retain the services of the contractor(s) of its choice, in its sole and absolute discretion, for the completion of Tenant's Work hereunder.

3.2 Subject to extensions for any event of Force Majeure, the Commencement Date of this Lease (the "Commencement Date") shall be the date which is ~~one hundred and twenty (120) days after the later to occur of (x) the Ready for Occupancy Date, and or (y) Tenant's receipt of all building permits from applicable governing authorities as are necessary for the commencement of Tenant's Work and Tenant's occupancy (the "Tenant Permit Date"), from each holder of a superior interest to the Shopping Center and/or the Premises. Occupancy of the Premises by Tenant prior to the Commencement Date shall be subject to all of the terms and provisions of this Lease excepting only those provisions requiring the payment of rent and any other charges payable hereunder. For clarity, Tenant shall not be obligated to pay any sums hereunder until after the Commencement Date, as specifically set forth in this Lease.~~ ninety (90) days from the Effective Date.

3.3 Intentionally Deleted

3.4 Landlord shall pay, at its sole cost and expense, \$40.00 per leasable square foot in the Premises as a contribution towards Tenant's Work (the "Tenant Improvement Allowance"). The Tenant Improvement Allowance shall be payable monthly to Tenant (or, at Tenant's direction, to Tenant's general contractor) as Tenant's Work progresses and upon submittal of an interim lien waiver from Tenant's general contractor. Such progresses payment requests shall be accompanied by proper invoices and unconditional lien releases from all vendors previously paid with Tenant Improvement Allowance funds. The final Tenant Improvement Allowance payment shall be payable within 30 (thirty) days of (a) completion of Tenant's Work, and (b) delivery from Tenant to Landlord of Tenant's general contractor's final lien release. In the event Landlord should fail to pay the Tenant Improvement Allowance within thirty (30) days following satisfaction of (a) and (b) in the immediately preceding sentence, Tenant shall have the right to offset such allowance against the payment of rental due under this Lease (in addition to

all other remedies afforded Tenant under this Lease, at law or in equity). Except as otherwise provided in this Section 3.4, and notwithstanding anything to the contrary in this Lease, Landlord agrees to pay the Tenant Improvement Allowance for the Tenant Work completed hereunder.-

ARTICLE IV MONTHLY PAYMENT

4.1 The First Monthly Payment as specified in this paragraph shall accrue hereunder from Commencement Date (subject to the "Rent Abatement Period" as defined in Appendix I), and shall be payable at the place designated for the delivery of notices to Landlord at the time of payment, without demand and without set-off or deduction for any reason whatsoever, except for the abatement or setoff rights expressly provided herein. "Monthly Payment" shall mean the sum of Minimum Rental in monthly installments in the amount specified in Appendix I, Tax Escrow Payment as set forth in Article V, Common Area Charges as set forth in Article VI, and the Insurance Escrow Payment as set forth in Article XIII.

4.2 All subsequent installments of ~~Minimum Rental~~ Monthly Payments shall be due and payable on or before the first day of each succeeding calendar month after the Commencement Date during the Lease Term; ~~provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable as Minimum Rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during which the Commencement Date shall bear to the total number of days in such month, such amount to be due and payable on the date for payment of the second full calendar month's Minimum Rental.~~

4.3 Notwithstanding anything herein to the contrary, Landlord and Tenant agree that the Minimum Rental due hereunder shall immediately, without further action or consent, be reduced to an amount that is thirty-five (35%) of Tenant's gross sales, but in no event exceeding the Minimum Rent set forth on Appendix I (the "COVID-19 Minimum Rental Modification"), beginning on the effective date of any law, regulation, order, ordinance, or other decision of a governmental or quasi-governmental authority or agency (whether federal, state, municipal, or otherwise) with jurisdiction over the Premises, Tenant, Landlord, or Tenant's business (including any liquor licensing authority) relating to the COVID-19 virus or COVID-19 Pandemic, which affects Tenant's business and restricts Tenant's ability to provide uninterrupted service (including but not limited to any order shutting down Tenant's business, reducing the permitted capacity of persons within or serviced by Tenant's business, or reducing the hours during which Tenant is permitted to conduct business) (each a "Government Restriction"), and continuing until the date that is fifteen (15) days after such Governmental Restriction is no longer in force and effect (each a "COVID-19 Restriction Period"). This modification to Minimum Rental otherwise due hereunder shall take effect during each COVID-19 Restriction Period, if there are more than one during the applicable Lease Term. Landlord and Tenant agree that the obligations of Tenant with respect to the Tax Escrow Payment as set forth in Article V, Common Area Charges as set forth in Article VI, and the Insurance Escrow Payment as set forth in Article XIII will not abate during any COVID-19 Restriction Period, unless otherwise agreed by the parties hereto. Within sixty (60) days after any such Governmental Restriction, the Tenant shall engage a Certified Public Accountant to provide agreed-upon procedures to attest to the accurate representation of Tenant's Gross sales from the effective date of the Government Restriction to the termination date.

ARTICLE V PROPERTY TAXES

5.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises.

5.2 Tenant agrees to pay Tenant's Proportionate Share of all taxes, assessments, and governmental charges (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Shopping Center. During each month of the Lease Term, Tenant shall make a monthly escrow deposit (the "Tax Escrow Payment") with Landlord equal to 1/12 of its Proportionate Share of the Taxes on the Shopping Center which will be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited by Tenant with Landlord under this Section 5.2 to pay the Taxes levied or assessed against the Shopping Center. Each Tax Escrow Payment shall be due and payable at the same time and in the same manner as the time and manner of the payment of Minimum Rental as provided herein. The initial monthly Tax Escrow Payment is based upon Tenant's Proportionate Share of the estimated taxes on the Shopping Center for the year in question, and the monthly Tax Escrow Payment is subject to increase and decrease no more frequently than annually as reasonably determined by Landlord to reflect an accurate escrow of Tenant's estimated Proportionate Share of the Taxes. The Tax Escrow Payment account of Tenant shall be reconciled annually. If the Tenant's total Tax Escrow Payments are less than Tenant's Proportionate Share of the Taxes on the Shopping Center, Tenant shall pay to Landlord the difference within thirty (30) days after written demand together with paid receipts and such other information as Tenant shall reasonably request upon demand. If the total Tax Escrow Payments of Tenant are more than Tenant's Proportionate Share of the Taxes on the Shopping Center, Landlord shall promptly refund such excess. Nothing contained in this Lease shall require Tenant to pay any income, estate, gift, franchise, corporate, inheritance, succession, capital levy, business, excess profit taxes, or transfer tax of Landlord, nor any costs of challenging Landlord's tax bill or any portion thereof (provided, however, all reasonable costs of a tax contest may be reimbursed to Landlord out of tax savings realized) or expenses incurred by Landlord for tax consultants; nor the amount of any special assessments attributable to improvements of a capital nature made to the Premises, the Shopping Center, or its environs, or any portion thereof, including but not limited to impact fees; nor any fine, penalty, cost, or interest for any tax or assessment, or any part thereof, which Landlord should fail to timely pay.

5.3 If Tenant should fail to pay taxes, assessments, or governmental charges when due and required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such taxes, assessments, and governmental charges. Any sums so paid by Landlord shall be deemed to be additional rental owing by Tenant to Landlord and due and payable upon thirty (30) days after written demand as additional rental plus interest at the Default Rate from the date of payment by Landlord until repaid by Tenant. Landlord covenants and agrees to pay all Taxes at such time as required to take advantage of the maximum discount allowable.

5.4 (a) If at any time during the applicable Lease Term, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies, or charges levied, assessed, or imposed on real estate and the improvements thereon, there shall be levied, assessed, or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy, or charge measured by or based, in whole or in part, upon such rents, then all such taxes, assessments, levies, or charges, or the part thereof so measured or based, shall be

deemed to be included within the term "Taxes" for the purposes hereof, but only to the extent that any such change in the present method of taxation or assessment is in lieu of, a substitute for, or a supplement to, taxes as they are now assessed and only to the extent that such taxes would be payable if the Shopping Center were the only property of Landlord subject to such taxes or the income from operation of the Shopping Center were Landlord's only income, as the case may be.

(b) Tenant may, alone or along with any other tenants of said building, at its or their sole cost and expense, in its or their own name(s) dispute and contest the amount or validity of any "Taxes" by appropriate proceedings diligently conducted in good faith, but only after Tenant and all other tenants, if any, joining with Tenant in such contest have deposited with Landlord the amount so contested and unpaid, or their proportionate shares thereof as the case may be, which shall be held by Landlord in an interest bearing account until the termination of the proceedings, at which time the amount(s) deposited by each tenant shall be applied by Landlord toward the payment of such tenant's proportionate share of the items held valid and Tenant's share of any excess deposited by Tenant shall be returned to Tenant. Landlord may also dispute the amount or validity of any Taxes on the same terms as set forth above. The cost and expense of any such proceeding shall be borne by the party initiating the proceeding; provided that in the event of any abatement or refund of such Taxes, the reasonable cost and expense of the proceedings shall be a first charge against any such recovery (i.e., if Tenant is able to procure a lower tax bill, then Tenant shall be entitled to offset the cost and expense of the proceedings, including reasonable attorneys' fees, from payment of Tenant's Proportionate Share of Taxes until fully compensated therefor). In any event, Tenant shall be entitled to Tenant's Proportionate Share of any refund or rebate of Taxes that shall be applicable to the Lease Term hereof, after deducting the reasonable cost and expense of the proceeding, if any, as certified by the party initiating the proceeding.

(c) Any payment to be made pursuant to this Article V with respect to the real estate tax year in which this Lease commences or terminates during the Calendar Year shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the Lease Term bears to a full tax year and prorated for the period of time the Lease was effective.

If any Taxes may be paid in installments, Landlord shall cause such Taxes to be paid over the longest installment period permitted and only the installment coming due during the applicable Lease Term shall be included within Taxes under this Lease. Except as set forth in Section 5.2, all refunds, rebates and discounts received by Landlord in connection with such Taxes shall be deducted prior to the calculation of Tenant's Proportionate Share of Taxes. Landlord warrants and represents to Tenant that none of the expenses included within Tenant's Proportionate Share of Taxes shall be included in any other charge payable by Tenant under this Lease. Tenant shall have the right to audit Landlord's books and records from time to time to verify the accuracy of the statements being provided by Landlord with respect to Taxes and assessments payable pursuant to this Article V.

ARTICLE VI COMMON AREA

6.1 The "Common Area" (or "Common Areas") is the part of the Shopping Center not occupied by buildings and made available for the non-exclusive use of all tenants, and their customers, employees and invitees, including among other facilities, paving, parking area, exterior patio or sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, (if used to illuminate the

Common Areas) hallways, restrooms, vestibules, elevators, gutters, storm drains, sewers, irrigation, roofs, exterior wall surfaces and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's management and control and shall be operated and maintained by Landlord in a safe (including, without limitation, well-lit), clean, sightly and sanitary conditions in accordance with good and accepted Shopping Center practices and in a manner consistent with first class shopping centers of a similar size and nature to that of the Shopping Center located within the metropolitan area of the Shopping Center. ~~Second Story Tenants will be responsible for their pro-rated portion of Second Story Common areas, including the vestibule, elevator, common hallways, common conference room, and common restrooms. Pro-rated portion will be calculated by dividing the Tenant's Premises Square Footage by the total Leasable Square Footage of Second Story of building.~~ Landlord shall maintain the Common Areas, as aforesaid, within the Shopping Center. Tenant and its employees, agents, invitees, customers, subtenants, licensees, and concessionaires shall have the non-exclusive right and license to use the Common Areas as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center, and other persons permitted by Landlord to use the same, and subject to such reasonable, non-discriminatory rules and regulations governing use as Landlord may from time to time prescribe, so long as such rules do not adversely interfere with Tenant's rights granted under this Lease, Tenant's business, Tenant's ability to use the Premises for the Permitted Use, Tenant's or Tenant's employees, agents, customers', guests', or other invitees' access to the Premises, the visibility of the Premises, Tenant's use, enjoyment, or occupancy of the Premises, and so long as Tenant's obligations under this Lease, monetary or nonmonetary, are not increased in any manner (all such adverse matters upon Tenant constituting "Adverse Tenant Impacts"). Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein. Subject to Section 6.2 below, Landlord may temporarily close any part of the Common Area for such periods of time as may be reasonably necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations (so long as such portions of the Common Area are not closed for longer than is minimally necessary) and so long as such closures do not cause Adverse Tenant Impacts and does not last more than 5 business days.

6.2 Landlord shall maintain as a ~~Common Area Expense~~ Additional Rent expense, a hard surface parking area within the Shopping Center in its entirety and available to all Tenants in the Shopping Center as shown on Exhibit "A". Landlord's parking area shall afford adequate on-site employee and customer parking for Tenant's operations. All parking (inclusive of employee parking) shall be well-lit and secure twenty four (24) hours per day, seven (7) days per week. At all times, but subject to the restrictions set forth herein, Landlord shall have the right to rearrange, improve, reduce or otherwise alter any such Common Areas at the Shopping Center, provided that Landlord shall not obstruct access to the Premises in making any such changes to the Common Areas, nor shall any such changes cause or give rise to any Adverse Tenant Impacts. Landlord further reserves the right to change the size, layout, and dimensions of the Shopping Center and any part thereof, and to change the identity and types of other stores and of other tenants and the tenancies of the Shopping Center, so long as such changes (i) are in full compliance with governmental rules, regulations, laws and ordinances; and (ii) do not cause or give rise to any Adverse Tenant Impacts. Notwithstanding anything as contained herein, Landlord shall have no right to cause the Premises to be relocated to another location within or without the Shopping Center, ~~and Tenant's Proportionate Share shall at no time exceed the maximum percentage set forth in Section 1.1 hereof.~~

6.3. Tenant agrees to pay as Additional Rent each month for Tenant's Proportionate Share of the cost of operation and maintenance of the Common Areas actually incurred by Landlord (net of

proceeds from other sources) , subject to the exclusions specifically set forth in this Section 6.3, ("Common Area Charges"), including, lighting, water, sewerage, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, guarding, and protecting the Common Areas, which may be incurred by Landlord in its reasonable discretion (subject to the terms and conditions of this paragraph). Tenant shall pay Tenant's Proportionate Share of such costs on a monthly basis (1/12th of annual amount) based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual costs for such year (in accordance with the adjustment procedure contained in Section 6.4 below).

In recognition of the administrative functions performed by or on behalf of the Landlord as well as a reasonable allocation to the Landlord's overhead, the Common Area Charges may include an amount up to, but in no event exceeding, ten percent (10%) of the Common Area Charges hereunder in lieu of any other administrative fee, management fee, or any other mark ups on Common Area Charges which may be imposed by Landlord, provided that such charge may not be imposed against the following: (a) Taxes or (b) Insurance Costs. ~~Any such periodic charges shall be due and payable 30 days after delivery of notice together with detailed written statements of all such costs and expenses thereof.~~

Notwithstanding anything to the contrary contained in this Lease, Common Area Charges shall not include the following: (a) real estate brokerage and leasing commissions; (b) legal, accounting or other professional fees incurred in connection with negotiating, preparing or enforcing leases or lease terms, amendments of leases, proceedings against any tenant (including Tenant) relating to the collection of rent or other sums due to Landlord from such tenant or any other disputes with any tenant (including Tenant); (c) interest or principal payments on any mortgage or deed of trust or any ground lease payments; (d) rent value or rental for any property manager's offices in the Shopping Center; (e) the cost of any rental loss insurance carried by Landlord; (f) the cost of any structural and roof repair and replacements and renovations to the Shopping Center or the Premises; (g) the cost of capital improvements (including, without limitation, repaving and/or restriping of the parking areas of the Shopping Center); (h) any deduction for depreciation, amortization or similar non-cash accounting charges taken on Landlord's income tax returns; (i) replacement or repairs covered by construction contracts or contractor's warranties, or by insurance proceeds (including without limitation any repairs or replacements of defects in the initial construction of the Common Area improvements); (j) charges or fees for, or taxes on, the furnishing of water, sewer service, gas, fuel, electricity or other utility services to those portions of the Shopping Center which are leased to tenants; (k) the cost of providing janitorial or trash removal service to those portions of the Shopping Center which are leased to tenants; (l) the cost incurred in repairing or replacing structural portions of the Shopping Center or the Premises; (m) the cost of acquiring property to be added to the Shopping Center and the cost of any construction appertaining to any property so added; (n) the cost of Landlord's federal, state or local income taxes; (o) the cost of the design, construction, renovation, redecorating or other preparation of tenant improvements for Tenant or other tenants or prospective tenants of the Shopping Center (including design fees for space planning and all third party fees and charges, permit, license and inspection fees) and allowances therefor; (p) advertising, grand opening and promotional expense incurred for marketing space in the Shopping Center; (q) expenditures that would be required to be treated as capital improvements and replacements under generally accepted accounting principles ("GAAP") except to the extent otherwise specifically included as Common Area Charges; (r) rentals for items which if purchased, rather than rented, would constitute a capital improvement excluded above; (s) wages, salaries, reimbursable expenses, benefits and other compensation of any personnel above the grade of property manager and Landlord's general overhead expenses; (t) legal costs incurred in connection with

the development, construction, alteration or improvement of the Shopping Center or the Premises, or legal, auditing, accounting or other professional fees not allocated to the operation and management of the Shopping Center; (u) costs of repairs or replacements incurred by reason of eminent domain; (v) repairs, maintenance activities or improvements made for the benefit solely of tenants of the Shopping Center other than Tenant; (w) any expense for which Landlord is entitled to be reimbursed by any tenant (including Tenant) as an additional charge in excess of minimum rental; (x) overhead and profit paid to affiliates of Landlord for services on or to the Premises or the Shopping Center or for supplies or other materials, to the extent that the costs of the services, supplies or materials exceed the competitive costs of the services, supplies, or materials were they not provided by an affiliate of Landlord; (y) costs incurred for art and decorations, including, without limitation, seasonal decorations; (z) costs with respect to the creation of a mortgage or superior lease or in connection with a sale of the Shopping Center including, without limitation, survey, legal fees and disbursements, transfer taxes or stamps and appraisals, engineering and inspection reports associated with the contemplated sale; (aa) any costs and compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord for a profit; (bb) costs incurred with respect to any specialty use or service in the Shopping Center which is operated by Landlord and is not available for use by Tenant or its employees; (cc) payment of damages, attorneys' fees, and any other amounts to any person seeking recovery for negligence or other torts (including any tort claims relating to asbestos); (dd) damages and repairs necessitated by the negligence or willful misconduct of Landlord or Landlord's employees, contractors or agents; (ee) costs incurred due to violations by Landlord, or by any tenant (including Tenant) in the Shopping Center of the terms and conditions of any lease, and penalties or interest for late payment of any obligation of Landlord (unless such penalties or interest result from Tenant's late payment of rent); (ff) Landlord's general corporate overhead, including without limitation, the cost of Landlord's general corporate accounting and the cost of preparation of Landlord's income tax or information returns; (gg) any tenant improvement allowance given to any tenant (including Tenant) whether given by contribution or credit against rent or otherwise, and any abatements or credits to rent; (hh) the costs incurred in performing work or furnishing services of any tenant (including Tenant) in the Shopping Center, to the extent that such work or service is in excess of any work or service Landlord is obligated to furnish to such tenant at Landlord's expense; (ii) any rental concessions to, or lease buy-outs of, Tenant or any other tenant in the Shopping Center; (jj) any costs not expressly to be excluded as Common Area Charges under any other provision of this Lease; (kk) the costs, expenses and fees of any asset manager or investment advisor representing Landlord or any partner or any other constituent member of Landlord; (ll) costs arising from Landlord's charitable or political contributions and real estate association dues and licensing fees; (mm) amounts payable by Landlord by way of indemnity or for damages or which constitute a fine, interest or penalty, including interest or penalties for any late payment of Common Area Charges; (nn) expenses attributable to storage space in the Shopping Center or other areas not included within the Shopping Center as such term is defined herein; (oo) the cost of overtime or other expense to Landlord in curing its defaults; (pp) repairs or other work needed because of fire, windstorm, or other casualty or cause to the extent reimbursed by insurance maintained by Landlord; and, ~~(ppqq)~~ merchants association dues or other charges. With respect to any personnel costs included by Landlord in Common Area Charges, including, but not limited to, workers' compensation insurance and fidelity bonds, if such personnel do not work exclusively at or for the Shopping Center, only that portion of such costs equivalent to the percentage of time spent by such personnel at or for the Shopping Center shall be included in Common Area Charges. Landlord warrants and represents that none of the expenses included in determining Tenant's Proportionate Share of Common Area Charges shall be included in any other charge payable under this Lease; provided, however, Tenant agrees that none of the aforementioned exclusions are intended to nullify the five percent (5%) administration fee

set forth above (but such exclusions may reduce the base amount used to calculate such five percent (5%) administration fee). Notwithstanding any provisions of the contrary in this Article VI, Common Area Charges (exclusive of only snow/ice removal and security costs and utilities) and Tenant's Insurance Escrow Payment, each shall not increase more than three percent (3%) of the cost for the previous Lease Year on a non-cumulative, non-compounding basis.

6.4. Within one hundred twenty (120) days following the conclusion of any ~~Lease~~ Calendar Year and as a pre-requisite to any annual increase in Common Area Charge estimates by Landlord, Landlord shall furnish Tenant a statement covering the calendar year just expired, showing (i) the amount of Tenant's Proportionate Share of the Common Area Charges for such calendar year and (ii) the payments made by Tenant with respect to such period as set forth above. The foregoing amounts shall be reconciled as follows:

- If the sum described in subsection (i) above exceeds the sum described in subsection (ii) above, Tenant shall pay Landlord the deficiency within twenty (20) days after receipt of such statement (provided, however, the amount due from Tenant to Landlord shall be subject to the cap on Common Area Charges as set forth in Section 6.4 hereof.)
- If the sum described in subsection (ii) above exceeds the sum described in subsection (i) above, Tenant shall be entitled to a credit in the amount of such excess against payments next thereafter to become due to Landlord for Common Area Charges (provided, that if the Lease has then expired or terminated and no further payments are due Landlord, then Landlord shall refund such excess to Tenant within thirty (30) days following Landlord's notification to Tenant thereof).

6.5. Landlord shall maintain an accurate set of books and records in accordance with generally accepted accounting principles applied on a basis consistent with prior years, reflecting the itemized cost and expenses attributable to each of the Common Area Charges, the Taxes, and Landlord's Insurance obligations set forth in Article 13 hereof, utilities and other similar charges for which Landlord has billed Tenant during the preceding Lease Year or accounting periods (as the case may be), and upon at least forty-eight (48) hours prior notice to Landlord, Tenant shall have the right, during normal business, to request an inspection and copies (electronic or hard copy) of such books and records and/or to audit Landlord charges for such costs and expenses. Tenant's audit may be conducted at location where Landlord maintains its records relating to Common Area Charges, Taxes, Insurance, utilities and other similar charges, or at Tenant's election, Tenant's audit may be conducted electronically by having Landlord electronically transmit any relevant records to an email, share file or other electronic location as reasonably directed by Tenant. In conducting such audit, Tenant shall be allowed to engage an auditor to conduct Tenant's audit, or alternatively, Tenant may utilize another authorized representative of Tenant to conduct such audit (for example, without limitation, an internal accountant or outside legal counsel). If such audit discloses any charge to Tenant which is three percent (3%) or more in excess of the amount actually owed by Tenant, then, in addition to refunding to Tenant the amount of any such overcharges so disclosed (with interest on such overcharges at the Default Rate), Landlord also shall pay to Tenant the reasonable cost of Tenant's inspection or audit. If such audit discloses excess charges to Tenant which are less than three percent (3%) than the amount actually owed by Tenant, Landlord shall promptly refund to Tenant the amount of any such overcharges so disclosed (with interest on such overcharges at the Default Rate). Notwithstanding the foregoing, should Tenant's audit disclose a variance of three percent (3%) or greater, Landlord shall have the right to dispute Tenant's audit results

within thirty (30) days after they have been delivered to Landlord by retaining its own independent accountant, at Landlord's sole cost and expense and on a non-contingency basis, for purposes of auditing the Common Area Charges. If Landlord's independent audit hereunder refutes Tenant's audit by two percent (2%) or greater, the parties shall work together to amicably resolve the differential. If the parties are unable to resolve any such dispute within thirty (30) days after having used their best efforts to resolve such dispute, then either party may seek arbitration of such dispute on an expedited basis. During the dispute, Tenant shall continue to remit all Common Area Charges and Taxes as required hereunder, but such payment shall not constitute a waiver of Tenant's right to offset any established overcharges at a later date, nor shall it constitute a default hereunder. Arbitration shall be conducted in the metropolitan area in which the Shopping Center is located before the American Arbitration Association. The arbitration proceedings shall be governed by the local rules of evidence and the arbitrators shall render a decision in accordance with local law. The arbitrators shall be chosen one each by Landlord and Tenant and the two such arbitrators shall designate a third. Arbitration shall be completed as soon as possible after notice of demand for arbitration, and the final and full costs of the arbitrators shall be borne by the party whose final calculation or determination of the applicable costs is furthest from the calculation arrived at by the arbitrators. There shall be no rights of appeal from the arbitration proceeding and such proceeding may be entered as a judgment after thirty (30) days or alternatively be paid in full by the losing party within thirty (30) days after it has been rendered. The arbitrators shall be familiar with property management accounting practices or otherwise familiar with generally accepted accounting principles. Unless the demand for arbitration is made during the one-year period subsequent to the notice that there is a matter in dispute, all rights of arbitration in accordance with this paragraph and all other rights arising from the dispute only shall be deemed to be forever waived.

ARTICLE VII USE AND CARE OF PREMISES

7.1 The Premises may be used for the purposes specified in Article I, Section 1.1 (l) above and for no other purpose or purposes without the prior written consent of the Landlord, such consent not to be unreasonably conditioned, withheld or delayed. Tenant shall use in the transaction of business in the Premises the trade name specified in Article I, Section 1.1 (e) above or such other trade name as designated by Tenant and approved by Landlord, such consent by Landlord not to be unreasonably conditioned, withheld or delayed; provided, however Tenant shall be authorized to change its trade name without Landlord's consent should (i) Tenant change the trade name of the majority of its stores in the State of Colorado, or (ii) Tenant change its trade name as a response to legitimated threatened legal action evidenced by a writing, with legitimacy of such action to be determined by Tenant and Tenant's legal counsel in their sole and absolute discretion. Tenant shall have no limitation upon hours and days when Tenant may conduct its business hereunder, and Tenant shall not be forced to incur or pay any additional charges for Tenant's operation of business during hours when other tenants or occupants of the Shopping Center are not open for business. Tenant shall be permitted, but shall not be required, to be open for business the following hours: 5:00 a.m. – ~~10:00 p.m.~~ 2:00 a.m. daily.

7.2 Tenant shall not, without Landlord's prior written consent, keep anything within the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or other part of the Shopping Center. Tenant shall pay as Additional Rent, upon demand of Landlord, any such increased premium cost due to Tenant's use of the Premises. Landlord represents

and warrants that Tenant's use of the Premises for the Permitted Use set forth in Section 1.1(l) will not give rise to such increase.

7.3 Tenant shall not conduct within the Premises any fire, auction, or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a "cooperative" store, a "second hand" store, a "surplus" store, or a store commonly referred to as a "discount house." Tenant shall not advertise that it sells products or services at "wholesale", "factory outlet", or "cut-rate" prices, but may advertise "below retail" or "value retail" prices. Tenant shall not place or permit any radio, television, loudspeaker, or amplifier on the roof or outside the Premises or where the same can be readily seen or heard from outside the building or in the Common Area, nor place an antenna, awning, or other projection on the exterior of the Premises except as referenced below; nor solicit business or distribute leaflets or other advertising material in the Common Area; nor take any other action which would constitute a nuisance or would endanger other tenants of the Shopping Center. Notwithstanding anything as contained herein, Tenant shall have for its own use the right to erect and maintain an antenna and a satellite dish on the roof of the Premises, so long as (i) Tenant's plans for the installation of such equipment are previously approved by Landlord, which such approval will not be unreasonably withheld; (ii) Tenant utilizes a contractor reasonably designated or approved by Landlord for all roof penetrations so as not to void any existing warranties; (iii) Tenant maintains the area where roof penetrations are made while Tenant's equipment is present; (iv) Tenant repairs any damage to the roof caused by the making of the roof penetrations, including, but not limited to, the repair of the roof penetrations upon the removal of any equipment installed thereon; and (v) any antenna or satellite dish installed cannot be seen on the roof from the exterior front of the Premises.

7.4 Tenant shall take reasonably good care of the Premises and keep the same free from permanent negative waste at all times. Tenant shall use best efforts to keep the Premises, and Landlord shall use best efforts to keep the sidewalks, service-ways and loading areas adjacent to the Premises, neat, clean, and free from dirt, rubbish, insects, and pests at all times, and shall store all trash and garbage within the Premises or in exterior receptacles, ~~arranging for the regular pickup of such trash and garbage at Tenant's expense.~~ Tenant will store all trash and garbage within the area mutually agreed upon between Landlord and Tenant for such trash pickup and removal immediately behind the Premises, and only in receptacles of the size, design, and color from time to time mutually agreed upon between Tenant and Landlord. Receiving and delivery of goods and merchandise shall not be done from the front of the Premises and removal of garbage and trash shall be made only in the manner and areas from time to time reasonably prescribed by Landlord. Landlord may, at its sole option, arrange for collection of all trash and garbage for all tenants in the Shopping Center and, should Landlord exercise such election, Tenant's Proportionate Share of the cost thereof will be part of its Common Area Charges (so long as such service is provided at commercially reasonable rates and is at a commercially competitive level of service). Tenant shall not burn trash or garbage within the Shopping Center.

7.5 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs in front of the Premises lighted from at least opening until closing every day that Tenant is open for business.

7.6 Tenant shall procure, at its sole expense, any permits and licenses required for Tenant's use and occupancy of the Premises (as well as any permits required for Tenant alterations) and otherwise comply with all applicable laws, ordinances, and governmental regulations. Landlord shall use reasonable efforts to assist and cooperate with Tenant in order to obtain any applicable permits and licenses.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the sole responsibility for compliance, at Landlord's sole cost and expense, with all present and future laws, rules, orders, ordinances, regulations, statutes and requirements of law relating to the structural and mechanical features of the Shopping Center (including those related to accessibility), including, but not limited to, the Americans With Disability Act and the Clean Air Act, or any non-structural change, repair, alteration or addition to the Premises if the latter is required of retail stores in shopping centers generally by a governmental entity or insurance underwriter or similar entities. Nothing contained herein shall negate Tenant's right to challenge any such Laws or other requirement in administrative and/or judicial proceedings and Tenant may defer compliance pending the outcome of such challenge, provided such challenge and deferral shall not subject Landlord to prosecution or any criminal or civil penalty.

Landlord represents and warrants that: (a) the zoning classification and local laws and ordinances applicable to the Premises permit the use of the Premises for the Permitted Use set forth in Section 1.1 (l); and (b) except for Tenant's Work and as otherwise provided herein, the Premises as of the date the Premises are Ready for Occupancy, shall be in full compliance with the applicable laws, orders and regulations of all federal, state, county and municipal authorities and insurance and/or fire underwriters having jurisdiction over the Premises.

7.8 As used herein, the term "Hazardous Substance" means any explosives, flammable substances, radioactive materials, asbestos in any form, paint containing lead, materials containing urea formaldehyde, polychlorinated biphenyls, pollutants, contaminants, toxic wastes, or any other hazardous, toxic or dangerous substances, wastes or materials, whether having such characteristics in fact or defined as such under, or the removal of which is required by or the use or which is restricted, regulated, prohibited or penalized by, any federal, state or local law, regulation or ordinance or any amendment thereto. Neither Tenant nor any of its contractors, employees or agents shall introduce any Hazardous Substances onto the Premises without complying with The Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and all other applicable federal, state and local laws, statutes or ordinances (collectively, the "Environmental Laws") pertaining to the transportation, storage, discharge, use or disposal of such materials. If Tenant's or its contractors', agents' or employees' transportation, storage, discharge, use or disposal of Hazardous Substances on the Premises or Shopping Center is the direct, actual cause of a current or future contamination of the Premises in violation of Environmental Laws, then, upon knowledge or reasonable belief, Tenant shall notify Landlord and the applicable governmental agency(ies) of the contamination, loss or damage and, after consultation and approval by Landlord and the applicable agency(ies), and Tenant shall remediate the Premises and the Hazardous Substances therein so as to cause the Premises to be compliant with applicable the requirement of applicable Environmental Laws. Tenant shall protect, indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs, expenses, demands, fees and administrative actions including reasonable attorney's fees actually incurred, arising directly or indirectly from or connected with any such contamination, loss, occurrence or damage. Tenant may utilize limited amounts of Hazardous Substances within the Premises so long as -i) such substance is lawfully stored and maintained; and ii) and such substance does not create a nuisance by its storage or use. In all circumstances when Tenant is not expressly liable pursuant to the sentence immediately above, Landlord shall be exclusively responsible for (1) contamination of any soil, air, surface or ground water within the Premises or Shopping Center or (2) loss or damage to person(s) or

property, or (3) any other occurrence(s) within the Premises or Shopping Center in violation of Environmental Laws, and Landlord shall be responsible for removal of all Hazardous Substances from the Premises/Shopping Center in full compliance with all Environmental Laws. Landlord shall protect, indemnify, defend and hold Tenant harmless from and against any claims, suits, causes of action, costs, expenses, demands, fees and administrative actions including reasonable attorney's fees actually incurred, arising directly or indirectly from or connected with any such contamination, loss, occurrence or damage. Except as provided in this Section 7.8 with respect to the transportation, storage, discharge, use or disposal of Hazardous Substances by Tenant or Tenant's contractors, agents, or employees, Landlord shall –protect, indemnify, defend and hold Tenant harmless from and against any claims, suits, causes of action, costs, expenses, demands, fees and administrative actions including reasonable attorney's fees actually incurred, arising directly or indirectly from or connected with the presence of Hazardous Substances on the Premises or the Shopping Center, the occurrence of the events set forth in subsections (1), (2), and (3) of this Section 7.8, and any failure by Landlord under this Section 7.8.

Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge as of the date hereof, (i) Landlord has complied with, and will use its good faith efforts to comply with, all federal, state and local Environmental Laws, rules, regulations, and statutes applicable to the Shopping Center and the Premises or the use thereof; (ii) there are not located on, in, about or under the Premises or the Shopping Center any Hazardous Substances requiring remediation under applicable laws; (iii) the Premises and Shopping Center presently are not and have never been utilized for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substances; (iv) there are no past or present investigations, administrative proceedings, litigation, regulatory hearings or other actions proposed, threatened or pending, alleging non-compliance with or violation of any law or regulation relating to any required environmental permits; (v) the Premises and Shopping Center are not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites; (vi) Landlord has disclosed to Tenant all reports and investigations commissioned by Landlord and relating to Hazardous Substances and the Premises and Shopping Center; (vii) there are not any above-ground or underground storage tanks located in or under the Premises and/or the Shopping Center, and the Premises and/or the Shopping Center have never been used as a landfill; and (viii) no complaint has been filed under CERCLA as to the Premises or the Shopping Center, nor is the Premises or the Shopping Center listed or formally proposed for listing on the National Priority List promulgated pursuant to CERCLA or on any state list of hazardous substance sites requiring investigation or clean-up.

7.9. During the applicable Lease Term-, excluding ~~leases existing businesses currently operating~~ within the Shopping Center as of the Effective Date, and so long as Tenant is not then in default under this Lease and is operating in accordance with the Permitted Use set forth herein, neither Landlord nor any other party other than Tenant shall be permitted to operate for the use of the operation of a breakfast and brunch bar and eatery or a coffee bar/shop , (“Tenant's Exclusive Use”) at the Shopping Center, and all leases entered into between Landlord and other tenants within the Shopping Center shall prohibit the violation of Tenant's Exclusive Use. Landlord represents that tenants Permitted Use and Tenant's Exclusive Use hereunder does not conflict with exclusive use provisions granted by Landlord in other leases in the ~~Bear Paw development~~Shopping Center. Landlord further agrees that it shall in the future, not grant an exclusive use privilege to any other tenants in the ~~Bear Paw property~~Shopping Center that prevent the Tenant from continuing to use the Premises for its Permitted Use. Landlord further agrees that if the Landlord develops property immediately to the east or north of ~~Bear Paw~~ within .75 miles of the Shopping Center to extend the same exclusivity to this Tenant. ~~The Blue Mug Coffee Bar, LLC~~

~~agrees to consider to allow other tenants to distribute exclusive use with proposal and written consent by Tenant. Tenant~~ Tenant agrees the existing Winchell's Donut shop is exempt from the exclusivity of coffee, espresso, and egg entrée/sandwich sales.

ARTICLE VIII MAINTENANCE AND REPAIR OF PREMISES

8.1 Landlord shall keep the foundation, the exterior walls, gutters, down spouts, (excluding plate glass, doors, door closure devices, windows, window and door frames, locks or hardware), floor slab, footing, roof, roof membrane, the sprinkler system (except expressly allocated to Tenant below), utility lines and services (except those located exclusively within the Premises) and all structural portions (both interior and exterior) of the Premises, in good repair and condition (including any replacements thereof), and shall keep the Common Areas and the Shopping Center, and the sidewalk and alleys adjacent thereto, in good repair and condition (including any replacements thereof). Landlord shall further be responsible for (a) repair/maintenance/replacement of any components of, or necessarily related to, Landlord's Work, including delivery of the Premises as Ready for Occupancy, for the first twelve (12) months following the date when the Premises is Ready for Occupancy (or such longer period if the applicable contractor/vendor warranty for the component requiring repair/maintenance/replacement extends beyond such 12-month period), and (b) any repairs to the interior of the Premises (even if otherwise allocated to Tenant pursuant to Section 8.2 below) if the need for such repairs is caused by or attributable to components of the Shopping Center and/or the Premises for which Landlord is responsible for maintaining hereunder, as well as for any repairs attributable to the negligence or willful misconduct of Landlord or any party acting by or through Landlord. All maintenance, repair and replacement by Landlord pursuant to this Section 8.1 shall be consistent with the standard of maintenance for other first class shopping centers in the geographic vicinity of the Shopping Center and in accordance with all applicable laws, ordinances, and regulations. In the event the Premises should become in need of repair required to be made by Landlord hereunder, Tenant shall use reasonable efforts to give prompt written notice thereof to Landlord. Landlord's obligation to maintain and repair the Premises hereunder is limited as specified in this Article VIII. Landlord shall make all repairs required to be made pursuant to this paragraph at Landlord's sole cost and expense, and within a reasonable time after Landlord becomes aware of such repair need (whether as a result of Tenant's notice or otherwise).

In entering the Premises or otherwise maintaining, repairing or replacing the Premises, the Common Areas, or the Shopping Center as provided for in this Article or elsewhere in this Lease, Landlord and its contractors, agents or employees shall not cause any Adverse Tenant Impacts. Landlord shall not enter the Premises for the purpose of making such repairs if the same can be made without entry of the Premises. If such repairs can be made outside of Tenant's business hours without substantial additional cost to Landlord, Landlord shall do so, unless Tenant requests that such repairs be made during Tenant's business hours; provided, however, that in any event, Landlord shall coordinate the times for any such entry with Tenant. In the event of either (i) an emergency when notice cannot be successfully delivered to Landlord or (ii) Landlord's failure, after fifteen (15) days following written notice from Tenant, to commence and pursue the completion of the required repairs to the Premises, which are Landlord's obligation hereunder, Tenant may, but shall not be obligated to, make such repairs as are necessary. Landlord shall reimburse Tenant for all reasonable and actual costs and expenses incurred by Tenant within ten (10) days following receipt of notice and evidence of payment of such expenses. In the event Landlord fails to reimburse Tenant within such ten (10) day period, interest on such actual costs and

expenses shall begin to accrue at the lesser of (i) prime rate of interest as published by The Wall Street Journal, plus four percent (4%) per annum, or (ii) the maximum rate permitted by law (the "Default Rate"), and such failure shall be deemed a default under this Lease. Landlord will make all commercially reasonable efforts necessary to limit the time and nature of disturbance to Tenant during any such repairs. Landlord agrees to indemnify Tenant and hold it harmless against any loss, liability, or damage resulting from the negligence of Landlord or its contractor in the performance of such work, or the failure to comply with the foregoing terms of this Section 8.1

8.2 Tenant shall keep the Premises in good, clean condition (subject to ordinary wear and tear) and shall, at its sole cost and expense, make all needed repairs and replacements thereto which are not the responsibility of Landlord hereinabove (excepting those caused by fire or other casualty), including the interior portions of the Premises, the doors and windows of the Premises, the portion of the heating, ventilation, and air conditioning ("HVAC") system exclusively serving the Premises, the electrical, plumbing and mechanical systems within the interior portions of the Premises and serving the Premises exclusively, the drop downs and sprinkler heads of any sprinkler system exclusively serving the Premises (to the extent located within the Premises), and the replacement of cracked or broken plate glass, excepting all repairs and replacements required to be made by Landlord under the provisions of Section 8.1 and Article XV, and except for either (i) Landlord's breach of this Lease, (ii) Landlord's negligence or willful misconduct, (iii) any casualty to be insured by Landlord pursuant to the terms and conditions of this Lease, (iv) repairs or replacements necessitated by acts or omissions of other Tenants, or (iv) compliance repairs required by Landlord pursuant to Section 7.6, and Tenant shall keep all plumbing units, pipes, and connections within the Premises free from obstruction and protected against ice and freezing. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs and Tenant shall pay to Landlord ten (10) days after written demand as additional rental hereunder the cost of such repairs plus interest at the Default Rate, and if such amount is not paid within ten (10) days after written notice to Tenant that such amount is past due, failure to do so shall constitute an event of default under Article XIX hereof. At the expiration of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty excepted, and shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes, and vaults, if any, remaining in the Premises.

8.3 Tenant shall secure a maintenance contract on such air conditioning, ventilation and heating equipment exclusively servicing the Premises throughout the term hereof.

ARTICLE IX ALTERATIONS

9.1 Tenant shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord (not to be unreasonably withheld or delayed). All alterations, additions, improvements, and fixtures (other than trade fixtures) that are made or installed by either party upon the Premises in accordance with this Lease shall at the option of Tenant, (i) remain upon and be surrendered with the Premises and become the property of Landlord at the termination of this Lease, or (ii) be removed by Tenant in accordance with the terms hereof. Any linoleum, carpeting, or other floor covering which may be permanently cemented or otherwise permanently affixed to the floor of the Premises is a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant. Notwithstanding the foregoing or anything to the contrary contained in this

Lease, Tenant shall have the right at any time, and from time to time, to make such non-structural, interior additions, repairs, alterations, changes or improvements in or to the Premises as Tenant may deem necessary, proper or expedient in the operation of the Premises; provided, however, that no such work done by Tenant shall adversely affect the structural integrity of the Premises.

Tenant shall have the right (but not the obligation) at any time on or before the termination of this Lease, to remove from the Premises all merchandise, signs, fixtures (including but not limited to trade fixtures), furniture, furnishings, partitions and equipment installed and owned by Tenant; provided, however, that Tenant shall repair any damage to the Premises caused by any such removal. Notwithstanding the foregoing, Tenant shall not remove from the Premises any heating, ventilating, air conditioning, plumbing, electrical system and/or sprinkler equipment (whether Tenant installed the same or not).

9.2 All construction work done by Tenant within the Premises, including the initial Tenant's Work, shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to minimize, to the extent reasonably possible, interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant agrees to indemnify Landlord and hold it harmless against any loss, liability, or damage resulting from the negligence of Tenant or its contractor in the performance of such work, or the failure to comply with the foregoing terms of this Section 9.2.

9.3 Tenant agrees that all venting, opening, sealing, waterproofing, or any altering of the roof made necessary by Tenant's Work shall be performed by Tenant's roofing contractor at Tenant's expense and that when completed Tenant shall furnish to Landlord a certificate from Tenant's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications therefor approved by Landlord. Tenant's roof contractor shall be subject to the reasonable approval of Landlord.

ARTICLE X LANDLORD'S RIGHT OF ACCESS

10.1 Subject to the provisions of Article VIII, Landlord shall have the right to enter upon the Premises, at any reasonable time upon no less than forty-eight (48) hours' prior written notice for the purpose of making repairs to the Premises or of showing the Premises (during the last six (6) months of the term only) to prospective purchasers or lenders. Tenant may, but shall not be obligated to, accompany Landlord or its authorized designates during any such entry upon the Premises. Landlord acknowledges and agrees that it shall exercise its rights under this Section in the least intrusive manner so as to not unreasonably interfere with Tenant's business operations.

ARTICLE XI SIGNS; STORE FRONTS

11.1 Tenant shall have a right to be listed on all exterior signage available to tenants of the Shopping Center.

11.2 Tenant shall have the right to maximum and branded signage on the building containing the Premises, on three sides (east, north and south) of the building subject to its proportionate share of the Shopping Center allotment as set by the City of Greeley. All signage shall be in compliance with all

applicable laws, and any exterior attached signage (other than signage as shown on Exhibit D) shall be subject to Landlord approval prior to installation, such approval not to be unreasonably withheld, conditioned or delayed, and will be deemed approved if Landlord does not provide a response within thirty (30) calendar days. . Tenant shall also be permitted to install professionally prepared, non-permanent, window signs, stickers, decals or displays with a professional appearance without Landlord approval but subject to applicable laws. Tenant shall be permitted to place "Coming Soon" banners in the storefront, as applicable, for twelve (12) weeks each.

ARTICLE XII UTILITIES

12.1 Landlord agrees to cause to be constructed the necessary mains, conduits, and other facilities necessary to supply water, electricity, gas, telephone service, high speed internet service, and sewerage service to the Premises, ~~subject to any special provisions contained in Exhibit "C", and to deliver such connections to the locations mutually agreed between Landlord and Tenant~~Premises. In no event shall Landlord directly or indirectly impose any service charge or administrative fees in connection with such utility services.

12.2 Tenant shall promptly pay all charges for water, electricity, gas, telephone service, high speed internet service, sewerage service, and other utilities furnished solely to the Premises. Landlord will be responsible, at Landlord's sole cost and expense, for any and all permit fees, "impact fees" and any other similar fees and charges related to the utilities (such as connection charges, development fees, hook-up fees, tap fees, and special use fees), no matter how designated. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event, Tenant shall purchase the use of such services as are tendered by Landlord (provided such utilities are provided at competitive rates and of commercially comparable quality) and shall pay on demand as Additional Rent Tenant's Proportionate Share (without any surcharge by Landlord) of the consumption charges; provided, however, Tenant reserves the right at any time to install a separate meter for purposes of calculating Tenant's individual consumption, and should Tenant install such meter(s), Landlord shall exclusively rely upon the readings therefrom to calculate Tenant's utility bill due to Landlord for utility services rendered by Landlord. Nothing as contained herein shall be deemed to diminish or reduce Landlord's obligation to deliver all utilities to the location within the Premises as agreed between Landlord and Tenant, and Landlord shall at all times retain responsibility to ensure that there be such electrical conduits, wires and cables leading to the Premises which shall be adequate for Tenant's usage and for Tenant's separate metering.

12.3 Except as expressly contained herein or otherwise attributable to Landlord's negligence or willful misconduct or the negligence or willful conduct of any party acting by, through, or under Landlord, Landlord shall not be liable for any interruption or failure whatsoever in utility services. If any utility is supplied by Landlord, in the event of any failure or delay in utility supply, Landlord shall use all due diligence to restore such utilities as soon as possible so as to minimize any interruption in Tenant's business at the Premises. Landlord shall not cause any interruption in any utility services to the Premises unless (i) such interruption is necessitated by the need to make emergency repairs; or (ii) Landlord schedules any necessary repair work with Tenant's general manager at the Premises at least seventy-two (72) hours in advance. In any event, such repairs shall be made only during hours when Tenant is not open to the public. Notwithstanding anything to the contrary contained in this Lease, if Landlord fails hereunder to cure a utility interruption caused by or on behalf of Landlord (or which is

Landlord's responsibility to cure hereunder) within forty-eight (48) hours after the same occurs, Minimum Rental and Additional Rent shall abate until such interruption is cured by Landlord. Landlord shall give immediate notice to Tenant of any pending utility interruption of which Landlord has knowledge. If such interruption continues for a period of ~~thirty ten~~twenty (~~3010~~20) consecutive calendar days following written notice from Tenant to Landlord, then Tenant may, at any time following such ~~thirty ten~~twenty (~~3010~~20) day period and prior to the reinstatement of the interrupted utility, upon written notice to Landlord, terminate the Lease, whereupon neither party shall have any further obligations of any nature whatsoever to the other.

ARTICLE XIII INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE AND EXTENDED COVERAGE INSURANCE

13.1 Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant or to Tenant's employees, or agents, for any claims, liability, loss, cost and expenses for death, bodily injury or tangible property damages (including reasonable attorney's fees and court costs) occurring on or about the Premises (i) caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees, or concessionaires, or (ii) arising out of the use of the Premises by Tenant and the conduct of its business therein, except for any such injury, damage or loss resulting from or caused by Landlord's or its officers', agents', or employees' willful or negligent acts or omissions or Landlord's breach of this Lease. Tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, reasonable expense, or claims arising out of such damage or injury. Notwithstanding anything in this Lease to the contrary, Tenant shall not be liable to Landlord or Landlord's employees, or agents, for, and Landlord hereby agrees to indemnify and hold harmless Tenant and its agents, members, managers, directors, officers and employees from and against any and all claims, liability, costs and expenses for death, bodily injury or tangible property damage (including reasonable attorneys' fees and court costs) (a) arising from events occurring on or from the Common Areas of the Shopping Center, including, without limitation, the construction, maintenance, repair, use or occupancy of the Common Areas by Landlord, or (b) arising from any negligent or willful acts or omissions of Landlord and its officers, agents, contractors and employees, except for any such injury, loss, or cost resulting from or caused by Tenant or its officers', agents' or employees' willful or negligent acts or omissions, or Landlord's breach of this Lease.

13.2 Tenant shall procure and maintain throughout the applicable Lease Term a policy or policies of commercial general liability insurance, at its sole cost and expense, insuring both Landlord (as an additional insured) and Tenant (as named insured) against all claims, demands, or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than One Million Dollars (\$1,000,000.00) in respect of injuries to or death of any one person, and in an amount not less than One Million Dollars (\$1,000,000.00) in respect of any one accident or disaster, and in an amount not less than One Million Dollars (\$1,000,000.00) in respect of tangible property damaged or destroyed, and to be written by insurance companies licensed to do business in the state in which the Shopping Center is located. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord thirty (30) days prior to the expiration of the respective policy terms. Tenant's failure to

comply with the foregoing requirements relating to insurance shall constitute a default hereunder. In addition to the remedies provided in Article XIX of this Lease following such default and expiration of any applicable notice and cure periods pursuant to Article XIX, Landlord may, but is not obligated to, after ten (10) days following notice to Tenant, obtain such insurance and Tenant shall pay to Landlord upon demand as Additional Rent the premium cost thereof plus interest at the Default Rate from the date of payment by Landlord until repaid by Tenant.

13.3 Landlord agrees to carry and maintain during the entire applicable Lease Term "extended coverage" insurance in the amount of the full replacement cost of the Shopping Center, and commercial general liability insurance covering the Common Areas with policies to be in an amount not less than One Million Dollars (\$1,000,000.00) in respect of injuries to or death of any one person, and in an amount not less than Five Million Dollars (\$5,000,000.00) in respect of any one accident or disaster. Such insurance shall be procured from companies licensed to do business in the local state and rated at least A-VII by Best's Insurance Reports. Duly executed certificates of insurance shall be promptly delivered to Tenant and renewals thereof as required shall be delivered to Tenant thirty (30) days prior to the expiration of the respective policy terms. Landlord's failure to comply with the foregoing requirements relating to insurance shall constitute a default hereunder.

13.4 Tenant agrees to pay Tenant's Proportionate Share of Landlord's reasonable annual cost of carrying fire and extended coverage insurance and commercial general liability insurance ("Insurance") on the Shopping Center. During each month of the applicable Lease Term, Tenant shall make a monthly escrow deposit (the "Insurance Escrow Payment") with Landlord equal to 1/12 of Tenant's Proportionate Share of such Insurance that will be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited with Landlord under this Article XIII, Section 13.4, to pay the cost of such Insurance. Each Insurance Escrow Payment shall be due and payable at the same time and in the same manner of the payment of Minimum Rental as provided herein. The amount of the monthly Insurance Escrow Payment shall be based upon Tenant's Proportionate Share of the estimated Insurance for the year in question, and the monthly Insurance Escrow Payment is subject to increase or decrease no more frequently than annually as determined by Landlord to reflect an accurate monthly escrow of the estimated amount of Tenant's Proportionate Share of the Insurance. The Insurance Escrow Payment account of Tenant shall be reconciled annually within ninety (90) days following the close of the calendar year. If the Tenant's total Insurance Escrow Payments are less than Tenant's Proportionate Share of the Insurance on the Shopping Center, Tenant shall pay the difference to Landlord within thirty (30) days after written demand together with receipt of invoices and other such supporting information as Tenant shall reasonably request; if the total Insurance Escrow Payments of Tenant are more than Tenant's Proportionate Share of the Insurance on the Shopping Center, Landlord shall promptly refund such excess. Either party may provide any insurance required hereunder under a so-called blanket policy or policies covering other parties and locations so long as the coverage required hereunder is not thereby diminished.

13.5 Landlord and Tenant each hereby waive all claims, causes of action and rights of recovery against the other and their respective agents, joint venturers, partners, officers and employees for any damage to or destruction of persons, property or business that shall occur on or about the Premises, the Common Area and the Shopping Center and shall result from any of the perils insured against (or required to be insured against) under any and all policies of insurance required to be maintained by Landlord and Tenant hereunder, regardless of cause including the negligence and intentional

wrongdoing of either party and their respective agents, officers and employees; but only to the extent of recovery, if any, under such policy or policies of insurance.

ARTICLE XIV NON LIABILITY FOR CERTAIN DAMAGES

14.1 Except for violations of Tenant's Exclusive Use and the use of any premises at the Shopping Center for any of the Prohibited Uses as set forth in Section 7.9, Landlord shall not be liable to Tenant or its assigns, agents, contractors or invitees for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or owners of the Shopping Center, excepting the acts or omissions (including the omission of Landlord to address any issue caused by other tenants or owners of the Shopping Center and raised to Landlord by Tenant in a written notice) of Landlord and its duly authorized employees, agents, invitees and licensees; provided, however, that Landlord shall be responsible for any and all repair and replacement of the Premises or any portion thereof arising out of or necessarily caused by the acts or omissions of such other tenants or owners of the Shopping Center.-

14.2. Tenant shall not be liable to Landlord or its assigns, agents, contractors or invitees for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or owners of the Shopping Center or any other persons or entities whomsoever, excepting the acts or omissions of Tenant and its duly authorized employees, agents, licensees and invitees.

ARTICLE XV DAMAGE BY CASUALTY

15.1 If the Premises and/or the Shopping Center are damaged or destroyed by fire, accident, the elements or other casualty (a "Casualty") during the applicable Lease Term, Landlord shall notify Tenant within thirty (30) days after such Casualty of Landlord's good faith estimate of the time needed to undertake reconstruction of the Premises and/or the Shopping Center, as the case may be, and whether sufficient insurance proceeds are available for restoration. If such estimated time exceeds one hundred eighty (180) days from the date of Casualty, or if sufficient proceeds will not be available to Landlord for restoration, or if the casualty referenced herein occurs during the final two (2) years of the applicable Lease Term, Tenant shall have the right to terminate this Lease, provided notice of intent to cancel on the part of Tenant is transmitted in writing to Landlord within thirty (30) days after Landlord provides notice of such good faith estimate. In the event that Tenant does not exercise such right of termination as provided in the immediately preceding sentence, Landlord shall, provided sufficient insurance proceeds are available, at its sole cost and expense, commence to repair the damage caused by such Casualty, subject to the provisions of Section 15.3 below, and, thereafter, shall diligently and continuously pursue completion of such repairs. Notwithstanding, if Landlord is unable for any reason (including matters of "Force Majeure" [as set defined in Section 24.4 hereof], but not including Tenant's negligence or willful misconduct) to restore the Premises within one hundred eighty (180) days, Tenant shall have the option to terminate this Lease upon prior written notice to Landlord, exercisable at any time prior to the date the Premises are materially restored; provided, however, if Tenant does not exercise such termination right on or before the two hundred tenth (210th) day following such Casualty, Tenant's termination right hereunder shall be deemed waived.

15.2 In the event that the Premises shall be damaged or destroyed by fire or other casualty insurable under "special form" coverage insurance and Landlord or Tenant do not elect to terminate this Lease as

hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises.

15.3 Landlord's obligation to rebuild and repair under this Article XV shall in any event be limited to restoring the Premises only with Landlord's Work completed, substantially to the conditions in which the same existed immediately prior to the Casualty, and shall be further limited to the extent of insurance proceeds available to Landlord for such restoration. Tenant agrees that promptly after completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore its signs, trade fixtures, equipment, and other personal property ~~and the other items of Tenant's Work~~, subject to and limited by the amounts recoverable under Tenant's applicable insurance policies.

15.4 Tenant agrees that during any period of reconstruction or repair of the Premises or the Shopping Center, it will continue the operation of its business within the Premises to the extent reasonably practicable. During the period from the occurrence of the casualty until Landlord's and Tenant's repairs are completed, Minimum Rental and Additional Rent shall be reduced or fully abated to such proportion equal to the percentage of the Premises deemed unsuitable for use; provided, however, that if more than fifty percent (50%) of either the Shopping Center or the Premises is deemed unsuitable for use, or Tenant is unable to carry on more than 50% of its business in accordance with the Permitted Use hereunder, then all Minimum Rental and Additional Rent hereunder shall be fully abated until Landlord's and Tenant's repairs are completed.

ARTICLE XVI EMINENT DOMAIN

16.1 If more than twenty-five (25%) percent of the floor area of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by sale in lieu thereof, or if less than 25% of the floor area of the Premises is so taken or sold and the Premises are rendered, in Tenant's sole and absolute discretion, insufficient for the operation of Tenant's business, or if a "Substantial Portion" (as defined below) of the Shopping Center is so taken or sold, this Lease shall terminate at the option of either Landlord or Tenant and the Minimum Rental and Additional Rent shall be abated during the unexpired portion of this Lease, effective on the date possession is taken by the condemning authority.

"Substantial Portion" of the Shopping Center is defined to be any of the following: (a) any reduction in the parking requirements and Landlord shall not promptly add additional parking in a manner reasonably acceptable to Tenant to meet such parking requirements as set forth in Section 2.1(k) hereof; (b) fifteen percent (15%) or more of the land area of the Shopping Center; or (c) loss through the taking or condemnation of direct access from the Premises and/or Shopping Center to any adjacent street or highway (and a substitute means of access is not promptly provided).

16.2 If less than 25% of the floor area of the Premises should be taken as aforesaid, and this Lease is not terminated, Minimum Rental and Additional Rent during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date possession is taken by the condemning authority. Landlord shall make all necessary repairs or alterations necessary, at its sole cost and expense, within the scope of Landlord's Work to make the Premises an architectural whole.

16.3 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Common Area shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord except for any portion of the award attributable to Tenant's fixtures, or equipment. In addition, Tenant shall have the right to claim any compensation as may be separately awarded or receivable by Tenant in Tenant's own right on account of any cost or loss Tenant may suffer for the removal of Tenant's merchandise, furniture, fixtures or equipment, the loss of the unamortized value of the improvements made pursuant to this Lease or any other element of special damage separately recoverable by Tenant. In the event compensation or damage for the items mentioned in the immediately preceding sentence is not paid by the condemning authority to Landlord, Tenant shall have the right to share in such damages and/or compensation to the extent that Tenant has sustained damage for such items by virtue of the condemning authority's exercise of the right of eminent domain equal to the net recovery realized by Landlord for such items.

ARTICLE XVII ASSIGNMENT AND SUBLETTING

17.1 Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed. Consent by Landlord to one or more assignments or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignments and subletting. Except as otherwise stated herein, Tenant shall at all times remain fully liable for the payment of the rental herein specified and for compliance with all of its other obligations under this Lease. In the event Landlord approves assignment of the Lease by Tenant, Tenant shall be released of all obligations and liabilities hereunder.

In the event Tenant shall desire to assign this Lease or to sublet the whole or any portion of the Premises, Tenant shall not later than thirty (30) days prior to the proposed effective date of such assignment or sublease submit to Landlord a written request ("Tenant's Request") for Landlord's consent to such assignment or subletting. Tenant's Request shall include the name and address of and type of business and proposed use of the Premises by the proposed assignee or subtenant, the terms and conditions of the assignment or subletting, and all financial information available to Tenant with respect to said proposed party. With respect to any requested assignment, Landlord shall have the right to (i) consent to such assignment; or (ii) deny, in its reasonable discretion, such consent by written notice setting forth a written statement for the reasons for the denial of such consent to be delivered within fifteen (15) days after Landlord's receipt of Tenant's Request (and providing Tenant the reasonable opportunity to cure Landlord's objections within thirty (30) days following Tenant's receipt of Landlord's rejection). With respect to any requested sublease, Landlord shall have the same alternatives as provided in (i) and (ii) above. In the event Landlord does not deny consent or deliver the termination notice within fifteen (15) days after Landlord's receipt of Tenant's Request, Landlord shall be deemed to have consented to such assignment or subletting.

17.2 In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any future (but not those accruing or arising prior to such transfer or assignment) obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations.

17.3 Notwithstanding any other terms of this Article XVII or elsewhere in this Lease, Tenant shall have the right to assign this Lease without Landlord's consent, and be released from all liability accruing after the date of assignment, in the event of an assignment, to any person or entity:, (i) with which or into which Tenant has merged or consolidated, or (ii) which acquires all, substantially all or a majority of the Tenant's assets or stock or leases. Additionally, notwithstanding anything to the contrary contained herein, (i) the transfer of stock of Tenant among existing shareholders, to or among family members, or to trusts for the benefit of any of such parties, (ii) the transfer of stock in connection with a public offering of stock, (iii) any transfer of stock if Tenant is a public corporation, (iv) any direct or indirect transfers, including any sale, of membership interests in Tenant or any Affiliate, defined as a person or organization officially attached to a larger body, thereof, or (v) any change in the members of the board of managers, directors, management or organization of Tenant or any Affiliate thereof, shall not be deemed an assignment, subletting, change of control or other transfer of Tenant's interest in and to this Lease within the purview of this paragraph.

17.4 In addition to any other right herein granted, Tenant shall at all times have the right, without any consent on the part of the Landlord being required, to convey or encumber by mortgage its leasehold interest in and to the Premises or any part thereof, together with its rights and interests in and to all buildings and improvements whether now existing or hereafter constructed or placed thereon, and to assign this Lease or any interest therein as collateral for any such mortgage or mortgages; but any and all such conveyances, mortgages, or assignments shall be subject to this Lease and the right, title and interest of Landlord in the Premises. If any such leasehold mortgage shall be foreclosed or the leasehold estate sold under any power contained therein, the leasehold mortgagee or other purchaser at such sale shall immediately succeed to all rights of Tenant hereunder. Such mortgagee may at its option at any time before the rights of the Tenant shall have been forfeited to Landlord, or within the time permitted for curing or commencing to cure defaults as herein provided, pay any of the rents due, pay any other governmental charges, or insurance premiums, make any deposits, or do any other act or thing required of Tenant by the terms of this Lease, to prevent the forfeiture hereof. A leasehold mortgagee shall not become personally liable for any of the Tenant's obligations under this Lease unless and until such mortgagee becomes the owner of the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise, and thereafter such mortgagee shall remain liable for such obligations only so long as it remains the owner of the leasehold estate. If the holder of the indebtedness secured by this Lease ("Mortgagee") notifies Landlord of the execution of such leasehold mortgage, and the name and place for service of notices upon such Mortgagee, then and in such event, Landlord hereby agrees for the benefit of Tenant and such Mortgagee from time to time: (a) That Landlord will give to any Mortgagee simultaneously with service on Tenant a duplicate of any and all notices or demands given by Landlord to Tenant; (b) Mortgagee shall have the privilege of performing any of Tenant's covenants or of curing any defaults by Tenant or of exercising any election, option or privilege conferred upon Tenant by the terms of this Lease; (c) Landlord shall not terminate this Lease or Tenant's right of possession for any default of Tenant if, within the period of time within which Tenant might cure such default, such default is cured or caused to be cured by Mortgagee; and (d) No liability for the payment of Minimum Rent, Additional Rent, or the performance of any of Tenant's covenants and obligations of this Lease shall attach to or be imposed upon any Mortgagee, while not in possession of the Premises.

ARTICLE XVIII FRANCHISOR RIDER

18.1 INTENTIONALLY DELETED

**ARTICLE XIX
DEFAULT AND REMEDIES**

19.1 The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay an installment of rental or any other expense required to be paid by Tenant herein and such failure shall continue for a period of ten (10) days after written notice from Landlord that such payment is past due.

(b) Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of rental or expenses described above and shall not cure such failure within thirty (30) days after written notice thereof from Landlord to Tenant provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(c) Tenant shall become insolvent or admits in writing its inability to pay its debts as they become due or shall make an assignment for the benefit of creditors of all or substantially all of its assets.

(d) Tenant shall file a petition to be declared bankrupt or otherwise reorganized under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall have bankruptcy or insolvency in proceedings filed against Tenant and such proceedings are not dismissed within ninety (90) days following the filing thereof.

(e) A receiver or trustee shall be appointed for all Premises or for all or substantially all of the assets of Tenant and such appointment is not vacated within ninety (90) days after such appointment.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies:

(i) Terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rental, enter upon and take possession of the Premises and remove Tenant and any other person who may be occupying said Premises or any part thereof, without being liable for prosecution or any claim of damages therefor.

(ii) In the event of a non-monetary default, enter upon the Premises without terminating this Lease and being liable for prosecution or any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages reasonably resulting to the Tenant from such action.

19.2 Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. All claims for damages by reason of any distress warrant, sequestration proceedings, or other legal process shall be paid by Tenant. Tenant agrees that any re-entry by Landlord may be pursuant to final, non-appealable judgment obtained in legal proceedings (except summary proceedings) as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

19.3 In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, the lease will terminate and Tenant will cease to have any right to possession and shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, all rental and other indebtedness accrued to date of such termination including, but not limited to, past due rent and other amounts payable hereunder; the cost of recovering possession of the Leased Premises; expenses of reletting, including reasonable renovation and alteration of the Leased Premises and brokerage commissions. In no event shall Landlord have the right to accelerate Tenant's rental hereunder.

19.4 In the event that Landlord elects not to terminate the Lease by reason of an event of default, Landlord may elect (in lieu of the remedy in Section 19.3) that Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein all rental and other indebtedness accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord as the same become due and payable hereunder during the remainder of the applicable Lease Term until the date of expiration of said Lease Term as stated in Article I (not including any unexercised renewal options) less the net proceeds received by Landlord through reletting the Premises during said period (after deducting reasonable expenses actually incurred by Landlord as provided in Article XIX, Section 19.5 hereof). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Article XIX, Section 19.4, may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the applicable Lease Term; provided, however, in such action, Landlord cannot accelerate payment of Minimum Rental and Additional Rent which will accrue after the date of inception of such action. Rental as used in this Section 19.4 shall mean Minimum Rental and Additional Rent.

19.5 In case of any event of default by Tenant, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, reasonable brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises (but only for the portion of the then-unexpired Lease Term remaining under this Lease), the reasonable costs of removing and storing Tenant's or other occupant's property, if applicable, and the costs of repairing, altering, remodeling, or otherwise putting the Premises as reasonably necessary to prepare for the reletting of the Premises.

19.6 In the event of termination or repossession of the Premises for an event of default, Landlord shall use good faith, commercially -reasonable efforts to relet the entire Premises for such term or terms, and upon such other terms and conditions as are consistent with the terms hereof, and for rents constituting a

reasonable rental value based on then-existing market rates and as necessary to mitigate Tenant's damages, or any portion thereof, and to collect rental after reletting.

19.7 If Tenant should fail to make any applicable payment hereunder within the time herein permitted for notice and cure as set forth above, Landlord, without being under any obligation to do so and without thereby waiving such event of default, may make such payment for the account of Tenant and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses, and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

19.8 The term "Landlord" shall mean only the party set forth in Article 1, Section 1.1 hereof, as well as any undisclosed parties claiming an ownership interest in the Premises and/or the Shopping Center, and in the event of the transfer by Landlord of its interest in the Shopping Center and/or the Premises, Landlord shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding upon each new owner of the Shopping Center and/or the Premises for the duration of such owner's ownership and thereafter, to the extent such covenants or obligations arose during such period of ownership.

19.9 In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then, ~~following thirty (30) days prior written notice to Tenant during which Tenant shall be entitled to remove its personal property, trade fixtures, furniture and other equipment from the Premises, Tenant will be given a period of five (5) days following thirty (30) days written notice to remove its personal property, trade fixtures, furniture and other equipment from the Premises.~~ Landlord shall have the right to keep in place and use any additions, alterations and improvements thereto. Following receipt of a distress warrant, writ of sequestration or completion of other legal process, the Landlord shall also have the right to remove from the Premises all or any portion of such furniture, trade fixtures, equipment, and other personal property located thereon and place same in storage at any Premises within the county in which the Premises is located, subject to the rights of any mortgagee thereof; and in such event, Tenant shall be liable to Landlord for the reasonable costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, reasonable expense, and liability in connection with such removal and storage (excepting any such loss, damage, cost or expense incurred due to the negligence or willful misconduct of Landlord, its agents, representatives or employees). In no event, however, shall Landlord have the rights to change or alter the locks to the Premises without first securing possession of the Premises via applicable legal process.

19.10 In the event Landlord defaults in any of its obligations hereunder and fails to cure such default within thirty (30) days following receipt of written notice thereof from Tenant to Landlord, or fails to cure such default within any shorter timeframe as provided elsewhere in this Lease (provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion), then Tenant may, in addition to any of Tenant's other rights set forth elsewhere in this Lease, at law or in equity: (i) cure any default or breach of warranty of Landlord hereunder, and perform any covenants which Landlord has failed to perform, and any sums expended by Tenant in curing such default or breach of warranty and performing such covenants shall be paid by Landlord to Tenant immediately upon

demand, shall bear interest at the Default Rate, and may be offset by Tenant against future rentals on a monthly basis, such offset continuing until such amount (with all accrued interest) is fully recovered by Tenant; and/or (ii) bring a suit against Landlord to recover any and all sums due Tenant from Landlord together with interest at the Default Rate and for any and all damages to Tenant or Tenant's business resulting from any default by Landlord hereunder (including consequential damages incurred by Tenant as a result of any default, including, but not limited to, lost profits or interruption of business), and Landlord shall pay all of Tenant's reasonable costs and expenses of such legal action and proceedings, including but not limited to attorneys' fees, and/or (iii) declare this Lease to be terminated, in which event Tenant shall have no further liability hereunder. In addition to all other remedies, Tenant is entitled to the restraint by injunction of all violations, actual, attempted or threatened of any covenant, condition or provision of this Lease. Tenant's rights and remedies hereunder shall be cumulative and the exercise of one remedy hereunder shall not preclude the exercise of any other remedy set forth herein or any other remedy Tenant may have in law or in equity.

ARTICLE XX HOLDING OVER

20.1 In the event Tenant remains in possession of the Premises after the expiration of the applicable Lease Term and without the execution of a new lease or extension as set forth herein, it shall be deemed to be occupying said Premises as a Tenant from month to month at a rental rate equal to the rental payable during the last month of the applicable Lease Term, plus twenty-five percent (25%) of such amount and otherwise subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month to month tenancy. Such month-to-month tenancy may be terminated by either Party upon ten (10) days' notice prior to the end of any such monthly period.

ARTICLE XXI SUBORDINATION

This Lease shall be subordinate to the lien of any mortgage or deed to secure debt upon the Premises or the building of which the Premises forms a part; provided that such subordination is made upon the conditions that (a) in the event of foreclosure or other action taken under the mortgage, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect as provided on a form reasonably acceptable to Tenant (the "Non-Disturbance Agreement") and executed by any lender or other holder of a superior interest to or on the Premises; and (b) Landlord agrees to deliver to Tenant, within sixty (60) days following execution of this Lease (and Tenant hereby agrees to execute) the Non-Disturbance Agreement from any lender or other holder of a superior interest to or on the Premises. Upon written request of any subsequent mortgagee, and providing the foregoing requirements are met, Tenant will agree in writing that: (i) no action to foreclose a subsequent mortgage shall terminate this Lease or invalidate or constitute a breach of any of the terms or conditions hereof, (ii) Tenant will attorn to the purchaser at any foreclosure sale or the grantee in any conveyance in lieu of foreclosure as landlord of the Premises, and (iii) Tenant will, upon written request of such purchaser or grantee, execute such instruments as may be reasonably necessary or appropriate to evidence such attornment; provided that the subsequent mortgagee agrees with Tenant in writing, that so long as Tenant is not in default hereunder beyond any applicable notice and cure periods, Tenant's right to possession and enjoyment of the Premises and Tenant's rights under this Lease shall be and remain undisturbed and unaffected by the subsequent mortgagee or by any foreclosure proceedings under its subsequent mortgage, provided Tenant receives the aforementioned documents. The word "mortgage",

as used herein, includes a mortgage, deed of trust or other similar instrument and any modification, extension, or renewal thereof.

ARTICLE XXII INTEREST CHARGES

22.1. In the event Tenant fails to pay to Landlord within ten (10) days after written demand therefor from Landlord any installment of rental or other sum to be paid to Landlord which may become due hereunder, Landlord will incur additional expenses in an amount not readily ascertainable and which has not been elsewhere provided between Landlord and Tenant, and in such event, Tenant agrees to pay interest on any amounts not so paid, at the Default Rate of interest as provided hereinabove, retroactive to the date of Landlord's notice hereunder.

ARTICLE XXIII NOTICES

23.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing or via email with delivery confirmation. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received or upon refusal to receive and shall be sent in the United States mail, postage prepaid, certified or registered mail, return receipt requested, by personal delivery, or by nationally recognized overnight courier, addressed to the parties hereto at the respective addresses set out in Article 1, Section 1.1 above, or at such other addresses as they may have hereafter specified by written notice.

23.2 If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included with terms "Landlord" and "Tenant", respectively, shall be bound by notices and payments given in accordance with the provisions of this article to the same effect as if each had received such notice or payment.

ARTICLE XXIV MISCELLANEOUS

24.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Wherever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

24.2 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

24.3 One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Except as expressly herein provided to the contrary, whenever in this Lease the consent or approval of a party hereto is required (a) such consent or approval shall not be unreasonably withheld or delayed, (b) such consent or approval shall be in writing, signed by an officer or agent thereunto duly authorized, of the party granting such consent or giving approval, and (c) a written response, whether of consent, approval or denial thereof, shall be given or furnished by the party having such right of consent, approval or denial to the other party, within twenty (20) business days after receipt of a written request for such consent or approval from the other party.

24.4 Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, or a date is prescribed herein as a deadline for performance or triggers a party's obligation to begin performance, -neither Landlord nor Tenant shall be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord or Tenant (such matters referred to herein as matters of "Force Majeure").

24.5 Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall at all times during the applicable Term Lease, have the peaceable and quiet enjoyment and possession of the Premises without hindrance, molestation or disturbance from Landlord or any person or entity whatsoever, and free of any encumbrance created or suffered by Landlord or any person or entity whatsoever except those to which this Lease is made subject and subordinate as expressly herein provided.

24.6 Landlord hereby waives any Landlord's lien and right of distraint or execution in favor of any security or ownership interests held by a secured party or lessor in any of Tenant's personal property located in or about the Premises, and Landlord agrees, upon request, to confirm such waiver in writing in form reasonably requested by said secured party or lessor, and reasonably approved by Landlord, within ten (10) days after such request.

24.7 This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

24.8 Landlord and Tenant represent and warrant that they have had no dealing with any broker or other agent in connection with the negotiation or execution of this Lease other than the brokers identified in Article I. Each party indemnifies and shall hold the other harmless from and against any breach of the foregoing warranty.

24.9 Each party agrees that it will from time to time, upon request by the other, execute and deliver to the other within thirty (30) days after receipt of written notice therefor an estoppel certificate certifying

that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and certifying as to such other facts and circumstances as may be reasonably requested.

24.10 The laws of the State in which the Premises is located shall govern the interpretation, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

24.11 The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives except as otherwise herein expressly provided.

24.11 In the event of a State, County, or City Government restaurant shutdown or partial shutdown which causes Tenants rent to be more than twenty (20%) percent of Gross Sales Landlord agrees to a temporary percentage Lease. Tenant shall pay to Landlord a percentage rental, based on Monthly Gross "Sales and Business transacted" as hereinafter defined, in an amount equal to twenty (20%) percent of said gross sales and business transacted. Tenant shall pay a minimum of Three Thousand Dollars (\$3,000) per month and the amount will not exceed the normal monthly rent due. Any Government or private aid would be included in Gross Sales for this purpose. Tenant will continue to pay NNN.

24.13 Time is of the essence in this Lease.

ARTICLE XXV
Guaranty

25.1 Landlord requires the majority beneficial owner of the Tenant to personally guarantee the performance of all obligations, liabilities, and responsibilities of this lease. This Guaranty will be executed contemporaneously with the execution of the Lease and attached hereto as Exhibit D.

[page is left intentionally blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties have set their hands and seals in this the date first above written.

LANDLORD:

BEAR PAW CENTERPLACE, LLC
a Colorado limited liability company

By: _____
Its: _____

TENANT:

The Blue Mug, LLC
a Colorado limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

APPENDIX I RENT SCHEDULE

1. Minimum Rental Schedule Subject to Rent Abatement Period and COVID-19 Minimum Rental Modifications and all other provisions of the Lease. In the event that actual final Premises dimensions are different than those demonstrated by the following payment schedule, the Lease shall be amended for accuracy.

Initial Term:

LEASE YEAR	\$ PER SQ. FT.	ANNUAL MINIMUM RENT	MONTHLY MINIMUM RENTAL
Months 1-4	\$0.00	\$0.00	\$0.00
1	\$30.00	\$64,500.00	\$5,375.00
2	\$30.90	\$66,435.00	\$5,536.25
3	\$31.83	\$68,428.05	\$5,702.34
4	\$32.78	\$70,480.89	\$5,873.41
5	\$33.77	\$72,595.32	\$6,049.61

Option Periods:

YEARS	\$ PER SQ. FT.	ANNUAL MINIMUM RENT	MONTHLY MINIMUM RENTAL
6	\$34.78	\$74,773.18	\$6,231.10
7	\$35.82	\$77,016.37	\$6,418.03
8	\$36.90	\$79,326.86	\$6,610.57
9	\$38.00	\$81,706.67	\$6,808.89
10	\$39.14	\$84,157.87	\$7,013.16

YEARS	\$ PER SQ. FT.	ANNUAL MINIMUM RENT	MONTHLY MINIMUM RENTAL
11	\$40.32	\$86,682.61	\$7,223.55
12	\$41.53	\$89,283.08	\$7,440.26
13	\$42.77	\$91,961.58	\$7,663.46
14	\$44.06	\$94,720.42	\$7,893.37
15	\$44.94	\$96,614.83	\$8,051.24

YEARS	\$ PER SQ. FT.	ANNUAL MINIMUM RENT	MONTHLY MINIMUM RENTAL
16	\$45.84	\$98,547.13	\$8,212.26
17	\$46.75	\$100,518.07	\$8,376.51
18	\$47.69	\$102,528.43	\$8,544.04
19	\$48.64	\$104,579.00	\$8,714.92
20	\$49.61	\$106,670.58	\$8,889.22

*Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant hereby agree that Tenant's monthly installments of Minimum Rent shall be abated for a period (the "Rent Abatement Period") effective as of the Commencement Date and continuing for a period equal to 4 (four) months thereafter; it being specifically agreed that the Rent Abatement shall mean Minimum Rent. Additional Rent shall be due ~~upon Certificate of Occupancy~~ monthly upon Commencement Date. Upon the first (1st) day following the Rent Abatement Period, Tenant shall commence the payment of all Minimum Rent.

EXHIBIT "A" SITE PLAN



Parking Analysis

WEST PARKING ANALYSIS

112 spaces provided allows for:

25,000 SF retail @ 4 spaces per 1000 SF

Restaurant

4-6 seats per 100 SF of 1 parking space per 4 seats

Approximately 112 will be a combination of both.

EAST PARKING ANALYSIS

140 spaces provided allows for:

25,000 SF retail @ 4 spaces per 1000 SF

Restaurant

4-6 seats per 100 SF of 1 parking space per 4 seats

Approximately 140 will be a combination of both.

Day Care

Estimate based on 67 in 90 children, 14 staff.

Child requires 1 space per staff, and 1 space per 6 children. To meet demands for this building we need 26 spaces.

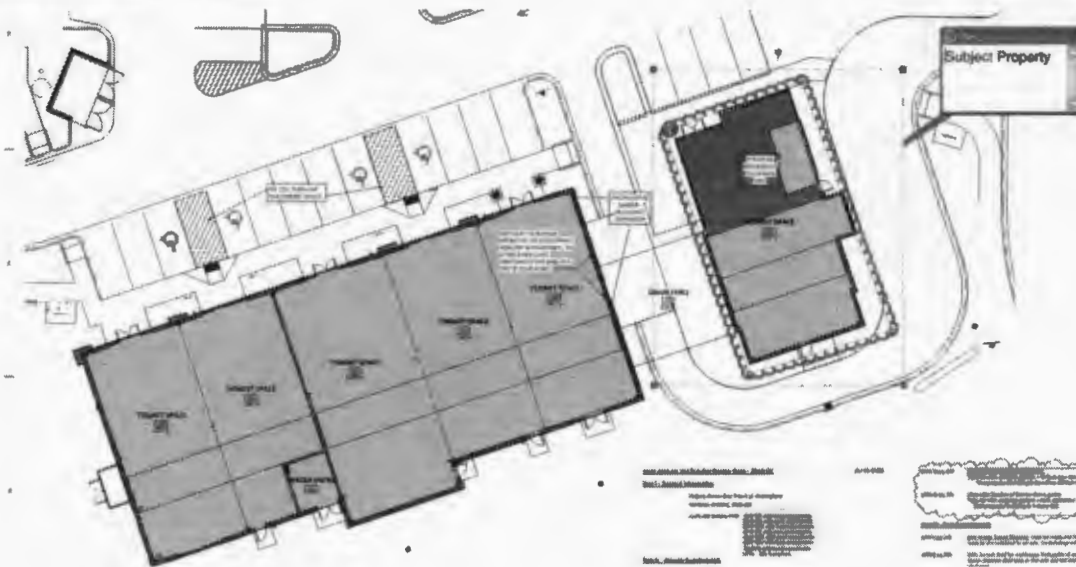
CONCLUSION: Ample parking on other side for various scenarios.

Overall parking count: 432

Roche **russe/mills**
Constructors, Inc.

2019.02.22

0 40 80 120
Bear Paw Capital Project



BEAR PAW TWO AT CENTERPLACE
ROCHE CONSTRUCTORS, INC.
GREELEY, COLORADO

EXHIBIT "A-1"
PREMISES

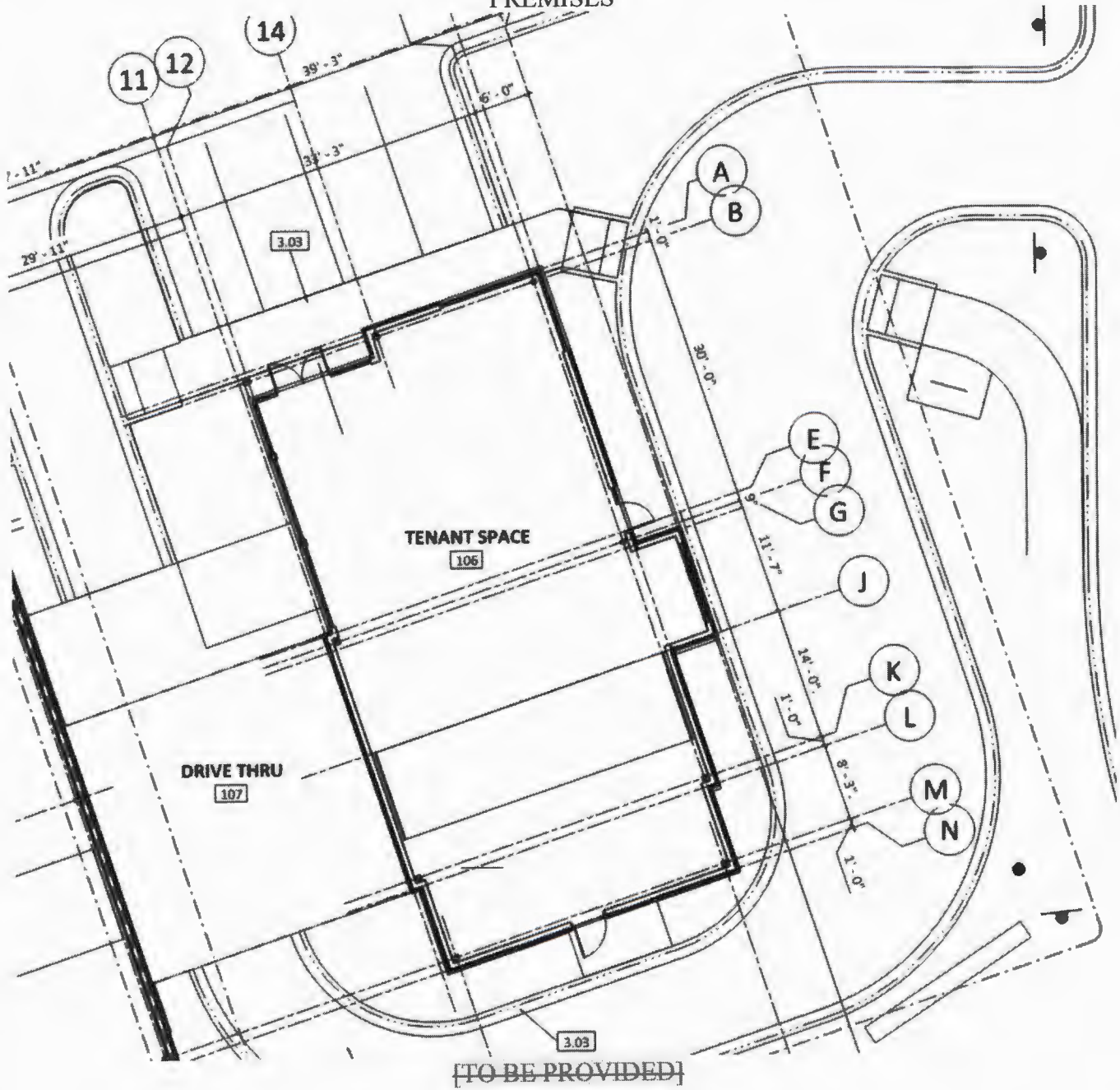


EXHIBIT "C"
ALLOCATION OF LANDLORD'S AND TENANT'S WORK

ARTICLE I. GENERAL SPECIFICATIONS

A. Tenant shall use good faith efforts to deliver plans for Tenant's Work to Landlord within forty-five (45) days of Tenant's receipt of Landlord's plans and specifications through commercially reasonable means outlining the current status of the Premises. Upon review, Landlord shall, in writing, accept or notify Tenant of its objections to said plans and specifications within ten (10) days after receipt (such consent by Landlord not to be unreasonably conditioned, withheld or delayed), with any non-response by Landlord within such time frame being deemed an approval of Tenant's plans as submitted. If Tenant and Landlord are unable to agree upon Tenant's plans for Tenant's Work within sixty (60) days following Tenant's initial submission of the same to Landlord, then either Tenant or Landlord shall have the right to terminate this Lease upon notice to the other up to and until such time as Tenant's plans are unconditionally approved or deemed approved by Landlord. To the extent of any conflict between the approved plans for Tenant's Work and any terms, conditions, specifications or exhibits to this Lease, the approved plans for Tenant's Work shall control. Notwithstanding the foregoing or anything herein to the contrary, if Tenant delivers to Landlord plans for Tenant's Work which are in substantial conformity with the basic plans set forth on Exhibit C-2 hereof and pre-approved by Landlord ("Basic Pre-Approved Plans"), Landlord shall not withhold its consent to such plans and specifications.

B. In no event shall Landlord have any right to approve Tenant's general contractor or any subcontractors of such general contractor.

C. Following Landlord's approval or deemed approval of Tenant's plans, Tenant shall secure all necessary licenses and permits to be used in performing the work. Material changes to said plans and specifications shall be made only by written change order describing the scope of change to the work signed by Landlord and Tenant. Landlord agrees that if Tenant's Work as built, is in substantial compliance with the plans and specifications, Landlord shall approve the same and Tenant shall be deemed to have satisfied its obligations with respect to Tenant's Work and that Landlord will provide written confirmation of the same at the request of Tenant.

ARTICLE II. LANDLORD'S WORK

Landlord will deliver the Premises in a modified grey shell condition as the premises currently exists as of the date of this Lease. Landlord will deliver the Premises in broom-clean condition, with any applicable systems working, with the core and shell complete in a good workmanlike manner, inspected, and approved by City, in compliance with all applicable codes and regulations, as required for Tenant to begin Tenant Work, such that nothing remains for Tenant to obtain permits for Tenant's Work other than submitting the application therefor.

EXHIBIT C-2

BASIC PRE-APPROVED PLANS

To be provided by Tenant

EXHIBIT E
Permitted Title Exceptions

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes for the year 2019 and subsequent years. Taxes not yet due or payable.
2. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
3. Any water rights, claims of title to water, in, on or under the land.
4. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded March 17, 1890 in Book 57 at Page 106, affecting the SW 1/4; and any and all assignments thereof or interests therein.
5. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded July 20, 1911 in Book 333 at Page 35, affecting the SE 1/4; and any and all assignments thereof or interests therein.
6. Right-of-way easement for electric transmission or distribution line and incidental purposes as granted to Poudre Valley Rural Electric Association, a Corporation by instrument recorded September 15, 1982 in Book 977 as Reception No. 1903825, said right-of-way easement not being specifically defined
7. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Approval of Planned Unit Development for Gilbert 14, T5N,R69W between the City of Greeley, Colorado, and Robert and Frances Nelson recorded September 24, 1982 in Book 978 at Reception No. 1904605.
8. Oil and Gas Lease from Robert M. Gilbert, Frances D. Gilbert and W. Porter Nelson to Elmer E. Lundvall, recorded December 16, 1982 in Book 984 as Reception No. 1911734; Lease Modification and Agreement recorded February 28, 1984 in Book 1021 as Reception No. 1957353, and any interests therein, assignments, or conveyances thereof.
9. Reservation by W. Porter Nelson of an undivided 1/10 to minerals in, upon and underlying subject property, contained in Exchange Deed recorded July 20, 1984 in Book 1037 as Reception No. 1974845, and any assignments, interests or conveyances thereof.
10. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Agreement to Control Drilling and Construction Operations between Robert M. Gilbert; Frances D. Gilbert; Elmer E. Lundvall; Lundvall Well No. 7 Partnership, a Colorado General Partnership; the Monroe Corporation, a Colorado Corporation; Swedish Partners, a Colorado General Partnership; Trafalgar Estates, Inc., a Colorado Corporation; and Shelter Equities, Inc., a Colorado corporation recorded August 22, 1984 in Book 1040 as Reception No. 1978660.

First American Title Insurance Company

11. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Approval Document for the Gilbert Planned Unit Development, as amended, between the City of Greeley, Colorado, and Robert Gilbert, Monroe Corp., and Lundvall Oil and Gas recorded September 13, 1984 in Book 1043 as Reception No. 1981595.
 12. Reservation of all mineral ownership, royalty, working interest, and equipment interest in the existing oil and gas well located on the property as contained in Instrument from Monroe Corporation, a Colorado corporation recorded January 7, 1997 in Book 1585 as Reception No. 2528050.
 13. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Agreement to Plug and abandon Oil and Gas Well and to Relinquish Surface Access Rights recorded December 31, 2003 at Reception No. 3140636.
 14. Relinquishment and Quit Claim Deed recorded December 31, 2009 at Reception No. 3140637.
 15. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in City of Greeley Development Agreement recorded January 11, 2008 at Reception No. 3528541, First Amendment recorded October 08, 2015 at Reception No. 4148593 and Second Amendment recorded July 29, 2016 at Reception No. 4223309.
 16. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 14, 2008 at Reception No. 3528781 and assignment of declarant rights recorded September 7, 2014 at Reception No. 3790713 and First Amendment recorded February 05, 2016 at Reception No. 4178996 and any and all amendments and/or supplements thereto.
- NOTE: Assignment and Assumption of Declarant's Rights and Partial Assignment and Assumption of Development Agreement recorded November 22, 2019 at Reception No. 4543867.
17. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Raw Water Obligation and Dedication Agreement recorded February 19, 2008 at Reception No. 3535974.
 18. Notes and easements as shown on the Plat of Centerplace North Subdivision Third Filing recorded August 04, 2016 at Reception No. 4225321.
 19. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Declaration of Restriction recorded November 10, 2016 at Reception No. 4252712.
 20. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Restrictions Agreement recorded February 22, 2017 at Reception No. 4280083.
 21. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Ordinance No. 3, 2018 recorded February 21, 2018 at Reception No. 4376683.
 22. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Assignment of Oil and Gas Interests recorded May 11, 2018 at Reception No. 4398423.
 23. Terms, agreements, provisions, conditions, obligations easements, and restrictions, if any, as contained in Reciprocal Easement Agreement recorded July 16, 2018 at Reception No. 4415431.

First American Title Insurance Company

24. Any interest in all oil, gas and other minerals conveyed to Frank & Amy Lynch Family Trust dated November 25, 2015 by Mineral Deed, recorded August 20, 2018 at Reception No. 4424102; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
25. Any interest in all oil, gas and other minerals conveyed to FBO Kelly E. Lynch Trust U/A/D May 24, 2010 by Mineral Deed, recorded August 20, 2018 at Reception No. 4424103; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
26. Notes and easements as shown on the Plat of Centerplace North Subdivision, Third Filing, Second Replat recorded August 28, 2018 at Reception No. 4426427.

NOTE: Consent and Subordination of Deed of Trust recorded December 21, 2018 at Reception No. 4455793.
27. Any existing leases or tenancies.
28. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. 6, 2019 recorded February 28, 2019 at Reception No. 4470361.
29. The following matters as shown on the ALTA NSPS Land Title Survey by Harris Kocher Smith dated March 6, 2019, Job No. 181010:
 - a. Any loss or damage arising from the fact that the fence lines on or near the boundary lines of the subject property do not coincide with the exact boundary lines.
 - b. Encroachment of signs outside the property line.
30. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Mineral Deed recorded November 22, 2019 at Reception No. 4543868.

Exhibit D

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (the "Guaranty"), dated _____, 20____, is entered into by _____, as an individual ("Guarantor") in favor of Bear Paw Centerplace, LLC, a Colorado limited liability company (together with its successors and assigns, "Landlord"), in consideration of Landlord's execution of that certain Standard Lease Agreement, dated for reference purposes _____, 20____ (such Standard Lease Agreement, together with all exhibits thereto, including the Construction Work Letter attached as Exhibit C thereto, and any and all riders, addenda, schedules, amendments, renewals, extensions and modifications thereto, being collectively referred to as the "Lease"), between Landlord, as landlord, and [entity name], a Colorado [entity type] ("Tenant"), and as an inducement to Landlord to execute the Lease and as a condition to Landlord's execution of the Lease, Guarantor hereby agrees for the benefit of Landlord and its successors and assigns as follows:

1. **Guaranty and Guaranteed Obligations.** Guarantor hereby unconditionally and irrevocably (a) guarantees that all sums and amounts that become due or payable under the Lease (including all "Minimum Rent" and other amounts deemed to be, or otherwise payable as, rent or additional rent under the Lease), shall be promptly paid in full when due or payable and otherwise guarantees the due and punctual payment of all such sums and amounts, and (b) guarantees the due and punctual performance of all covenants, duties, obligations and other agreements of Tenant arising under or in connection with the Lease (the foregoing items described in subsections (a) and (b) above being collectively referred to as the "Guaranteed Obligations"). Guarantor's liability under this Guaranty is a guaranty of payment and performance of the Guaranteed Obligations and not of collection or collectibility. This Guaranty is unconditional and is not contingent upon the occurrence of any event or satisfaction of any condition, and Guarantor's liability under this Guaranty is not conditioned or contingent upon on the genuineness, validity, regularity or enforceability of the Lease. Notwithstanding the foregoing, the Guaranteed Obligations shall be limited to the initial Lease Term only and will be capped at the following requirements: (i) the unamortized amounts of the Landlord's Work requirements and brokerage commissions paid based on a ten (10) year amortization schedule, and (ii) twelve (12) months of Minimum Rent and Additional Rent.
2. **Continuing Guaranty; Consent to Alter and Modify Obligations.**
 - a. This is a continuing guaranty for, and the Guaranteed Obligations shall include, all present and future amounts, covenants, duties, obligations, sums, liabilities, obligations and other agreements. Guarantor's liability under this Guaranty shall continue until all the Guaranteed Obligations have been fully and completely paid, performed and satisfied.
 - b. In such manner, upon such terms and at such times as Landlord deems best, in Landlord's sole and absolute discretion, and without notice to or the consent of Guarantor, the terms of the Lease may at any time and on more than one occasion be altered, compromised, accelerated, extended (including extending the Lease term), changed (including increasing Minimum Rent and other amounts payable under the Lease), modified and affected by agreement of Landlord and Tenant, or by a course of conduct or course of dealing between Landlord and Tenant, and the Guaranteed Obligations (and Guarantor's obligations and guarantees under this Guaranty) shall include and cover the amounts, covenants, duties, sums, liabilities, obligations and other agreements in the Lease as so altered, compromised, accelerated, extended, changed,

modified, supplemented, assigned and otherwise affected, even if made without notice to Guarantor, whether or not contemplated by the Lease. Guarantor hereby consents to and waives notice of any extensions of time for performance that Landlord may grant to Tenant or any other person liable under the Lease.

- i. No exercise or non-exercise by Landlord of any right under this Guaranty given Landlord, no dealing by Landlord with Guarantor or any other guarantor or any other person or any other course of dealing, and no change, impairment, release or assignment of all or a portion of the rights or obligations of Landlord or Tenant under the Lease, or suspension of any right or remedy of Landlord against any person (including any other guarantor), shall in any way affect any of the covenants or obligations of Guarantor under this Guaranty.
- ii. Guarantor's liability under this Guaranty (and the scope of the Guaranteed Obligations) shall not be limited or affected in any way by an impairment or any diminution or loss of value of any security or collateral given or pledged to Landlord for the Guaranteed Obligations, including any security deposit given under the Lease.
- iii. Without limiting any of the waivers set forth in Section 3 below, such waivers include a waiver of the rights, benefits, defenses and protections afforded under Colorado Revised Statutes.

3. Waivers of all Rights, Benefits, Defenses, Protections, Etc.

- a. Guarantor hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies, including (a) any right to require Landlord to proceed against Tenant or any other person or to proceed against or exhaust any security held by Landlord at any time (including any security deposit given under the Lease) or to pursue any other remedy in Landlord's power before proceeding against Guarantor; (b) the defense of the statute of limitations in any action involving this Guaranty or in any action for the collection of any indebtedness or the performance of any covenants, duties, obligations and other agreements guaranteed by this Guaranty; (c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any person or persons, or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant (other than full payment of all amounts owing to Landlord under the Lease and the full performance of all of Tenant's obligations thereunder), or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any person or persons; (d) diligence and all demands, protests, presentments and notices of every kind and nature, including notices of default, protest, dishonor, nonpayment, acceptance of this Guaranty and the creation, renewal, extension, modification and accrual of any of the Guaranteed Obligations, and also including notice of the existence, creation or incurring of any new or additional obligation or of any action or non-action on the part of Landlord or Tenant; (e) any defense based upon an election of remedies by Landlord; (f) any defense based upon any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (g) any defense arising because of Landlord's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code; and (h) an assertion or claim that the automatic stay provided by 11 U.S.C. §362 (arising upon the voluntary or involuntary bankruptcy proceeding of Tenant) or any other stay provided under any other debtor relief (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, that may be or become applicable, shall operate or be interpreted to stay, interdict, condition, reduce or

inhibit Landlord's ability to enforce any of its rights, whether now or hereafter acquired, that Landlord may have against Guarantor.

- b. Guarantor also waives any duty of Landlord to disclose any facts Landlord may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor. Guarantor agrees that Guarantor alone is fully responsible for being and keeping informed of the financial condition of Tenant, the acts, omissions and plans of Tenant, and of all circumstances bearing on the risk of non-payment of any amounts and the non-performance of any other covenants, duties, obligations and agreements hereby guaranteed.
- c. Guarantor's liability under this Guaranty shall be primary, and in any right of action that may accrue to Landlord under the Lease or this Guaranty, Landlord at its option may proceed against Guarantor without having taken or commenced any action or obtained any judgment against Tenant and without applying any security deposit or other property of Tenant or any other person held as collateral security for the performance of the covenants, duties, obligations and agreements of Tenant under the Lease or otherwise to the discharge of the covenants, duties, obligations and agreements of Tenant under the Lease. Guarantor further agrees that Landlord may unqualifiedly exercise in its sole and absolute discretion any and all rights and remedies available to it against Tenant without impairing Landlord's rights and remedies in enforcing this Guaranty, under which Guarantor's liabilities shall remain independent and unconditional. Guarantor agrees that Landlord's exercise of such rights or remedies may affect or eliminate Guarantor's right of subrogation or recovery against Tenant and that Guarantor may incur a partially or totally nonreimbursable liability under this Guaranty. No failure or delay on Landlord's part in exercising any power, right or privilege under this Guaranty shall impair any such power, right or privilege or be construed as a waiver of or an acquiescence therein.
- d. Guarantor hereby waives (a) all rights of subrogation, reimbursement, indemnification and contribution and any rights and defenses that are or may become available to Guarantor by reason of any provision of Sections 2787 through 2855 of the Colorado Revised Statutes; and (b) any rights or defenses Guarantor may have in respect of Guarantor's obligations as a guarantor hereunder by reason of any election of remedies by Landlord
- e. If Guarantor's waiver of any rights of subrogation or reimbursement as set forth above are found by a court of competent jurisdiction to be void or voidable for any reason whatsoever, Guarantor agrees that Guarantor's rights of subrogation and reimbursement against Tenant and Guarantor's right of subrogation against any collateral or security shall be junior and subordinate to Landlord's rights against Tenant and to Landlord's right, title and interest in and to such collateral or security, and Guarantor's right of contribution against any other guarantor or pledgor shall be junior and subordinate to Landlord's rights against such other guarantor or pledgor.

4. **Indemnification.** Guarantor shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord, and each of Landlord's partners, members, managers, shareholders, officers, directors, agents, employees and contractors, and each of Landlord's and their successors and assigns, from and against any and all claims, demands, damages, obligations, liabilities, fines, indebtedness, causes of action, costs, losses and expenses, (including reasonable attorneys', accountants' and other professional fees, costs and expenses) arising out of, connected with or otherwise relating to the breach or default by Guarantor of any of Guarantor's representations, warranties, covenants or other agreements in this Guaranty.

5. **Representations and Warranties.** Guarantor makes the following representations and warranties, which shall be continuing representations and warranties until this Guaranty terminates in accordance with the terms of this Guaranty:
- a. Guarantor has the power, authority and right to make and carry out this Guaranty. The execution, delivery and performance of this Guaranty (a) are duly authorized; (b) do not require the consent or approval of any governmental body or other regulatory authority; (c) are not in contravention of, or in conflict with, any law or regulation or any agreement, indenture or undertaking to which Guarantor is a party or by which Guarantor or any of Guarantor's property is or may be bound or affected; and (d) do not, and will not cause any security interest, lien or other encumbrance to be created or imposed upon any such property. This Guaranty is a valid and legally binding obligation of Guarantor enforceable in accordance with its terms.
 - b. Guarantor's financial information heretofore submitted in writing by Guarantor to Landlord is true and correct and fairly presents the financial condition of Guarantor for the period covered thereby. Since the date thereof, there has been no materially adverse change in Guarantor's financial condition. Guarantor has no knowledge of any liabilities, contingent or otherwise, as of the date thereof that are not reflected therein; and Guarantor has not entered into any commitments or contracts that are not reflected in such financial statements or which may have a materially adverse effect upon Guarantor's financial condition, operations or business as now conducted.
 - c. Guarantor's execution and delivery of this Guaranty will not (a) render Guarantor insolvent under generally accepted accounting principles nor render Guarantor Insolvent (as defined below), (b) leave Guarantor with remaining assets which constitute unreasonably small capital given the nature of Guarantor's business, or (iii) result in the incurrence of Debts (as defined below) beyond Guarantor's ability to pay them when and as they mature. For the purposes of this paragraph, "Insolvent" means that the present fair salable value of assets is less than the amount that will be required to pay the probable liability on existing Debts as they become absolute and matured; and "Debts" means debts and any legal liability for indebtedness, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.
 - d. Guarantor has received a copy of the Lease (including the Construction Work Letter and all exhibits, riders, addenda and schedules attached to or referenced in the Lease and all amendments, renewals, extensions and modifications thereto), and Guarantor is receiving fair consideration for this Guaranty.
6. **Bankruptcy.**
- a. So long as any of the Guaranteed Obligations remains unpaid or unsatisfied, Guarantor shall not commence or join with any other person or entity in commencing any bankruptcy, reorganization, or insolvency proceeding against or with respect to Tenant. The Guarantor's obligations under this Guaranty shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant, or by any defense that Tenant may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding.
 - b. If all or any portion of the Guaranteed Obligations are paid or performed, all of Guarantor's covenants, agreements, duties and obligations under this Guaranty shall continue and remain in full force and effect should any part of such payment or performance be avoided, set aside or recovered, directly or indirectly, by any action or proceeding whatsoever from Landlord or Landlord's successors or assigns as a

preference, fraudulent transfer, fraudulent conveyance or otherwise, irrespective of (i) any notice of revocation given by Guarantor prior to such avoidance, set aside or recovery, or (ii) payment or performance, or both, in full of the Guaranteed Obligations.

- c. If at any time any payment made pursuant to this Guaranty is deemed to have been a voidable preference, fraudulent transfer, fraudulent conveyance or other similar conveyance or preferential payment under any bankruptcy, insolvency or other debtor relief statute or similar law, then the obligation to make such payment shall survive any cancellation or satisfaction of this Guaranty or return of this Guaranty to Guarantor and shall not be discharged or satisfied with any such payment or cancellation. Such payment shall instead remain a valid and binding obligation enforceable in accordance with the terms of this Guaranty, and shall be immediately due and payable.
- d. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims that Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and shall assign to Landlord all rights of Guarantor thereunder. If Guarantor does not file any such claim, Landlord is hereby irrevocably appointed as the attorney-in-fact for Guarantor, with authority to do so in the name of Guarantor or, in Landlord's sole and absolute discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Landlord's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. Landlord or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action that a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

7. **Interest and Costs; Attorneys' Fees.** If Tenant or Guarantor fails to pay all or any portion of the Guaranteed Obligations when due or payable, the Guaranteed Obligations shall thereafter bear interest at the highest rate allowed by law. All interest shall be compounded monthly and shall be payable to Landlord upon Landlord's demand. Guarantor shall also pay Landlord's reasonable attorneys', accountants' and other professional fees and costs and all costs and other expenses that Landlord expends or incurs in enforcing this Guaranty, whether or not suit is filed (for example, without limitation, in connection with any demands for payment and/or performance, negotiations in connection therewith, any arbitration or mediation, or any appeal of any such arbitration or mediation), including all such fees, costs, and expenses incurred in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving Guarantor that in any way affect the exercise by Landlord of its rights and remedies hereunder. In addition to the foregoing award of attorneys' fees, Landlord shall be entitled to receive its reasonable attorneys' fees incurred in any post judgment proceedings to enforce any judgment in connection with this Guaranty. The attorneys' fees incurred by Landlord shall include the reasonable value of in house attorneys employed by Landlord. This paragraph is separate and several and shall survive the merger of this paragraph into any judgment.

8. **Cumulative Rights.** The amount of Guarantor's liability and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor, including any other guaranty executed by Guarantor

relating to the payment of the Guaranteed Obligations by Tenant to Landlord, shall be cumulative and not alternative, and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law and in equity. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of any payment of funds or performance by Tenant to Landlord.

9. **Independent Obligations.** The Guarantor's covenants and obligations under this Guaranty are independent of the covenants and obligations of Tenant. Should Guarantor default under or breach this Guaranty, a separate action or actions may be brought and prosecuted against Guarantor whether or not Tenant is joined therein or a separate action is brought against Tenant. Landlord may maintain successive actions for other defaults. Landlord's rights under this Guaranty shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.
10. **Successors and Assigns.** This Guaranty shall inure to the benefit of Landlord and its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor. This Guaranty may be assigned by Landlord with respect to all or any portion of the indebtedness, covenants, duties, obligations and agreements guaranteed by this Guaranty, and when so assigned Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of Guarantor hereunder with respect to any indebtedness, covenants, duties, obligations and agreements retained by Landlord. Guarantor may not assign all or any portion of this Guaranty.
11. **Joint and Several Liability.** If Guarantor consists of more than one person, then references to "Guarantor" in this Guaranty shall refer to all such persons, and each such person shall be liable for each guaranty, covenant, agreement, obligation, representation and warranty in this Guaranty, jointly and severally with each other person constituting Guarantor.
12. **Miscellaneous.**
 - a. Should any one or more provisions of this Guaranty or the application thereof to any person or circumstance be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions hereof (including the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable) shall not be affected thereby, and each and every other provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
 - b. This Guaranty shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado applicable to contracts entered into in Colorado between parties residing in Colorado (and without regard to conflict or choice of law principles). Guarantor hereby consents to the personal jurisdiction and venue of any Colorado state court located in the City of Denver and United States District Courts for the Central District of Colorado, and any successor courts, and the service of process by any means authorized by such courts.
 - c. This Guaranty constitutes the entire agreement of Guarantor with Landlord with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein. No course of prior dealing among the parties, no usage of trade, and no parol or

d. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, limited liability company, trust or other legal entity of any kind whatsoever.

e. No provision of this Guaranty or right granted to Landlord hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of Landlord.

f. Whenever used in this Guaranty, the terms "including," "include," "includes" and the like are not intended as terms of limitation, and, hence, shall be deemed to be followed by "without limitation."

g. Time is of the essence in the performance of all of Guarantor's obligations hereunder.

h. This Guaranty may be executed in counterparts, and each of such counterpart signature pages combined to create one and the same instrument. Delivery of executed copies of this Guaranty by facsimile shall have the same effect as the delivery of ink signed originals hereof.

1.
"GUARANTOR"

_____ [TBD] _____ [TBD]

City of Greeley
Finance Department

1000 10th Street
Greeley, CO 80631

Monday Nov 29 2021 04:46:42 PM

OCCUPATION FEE	1,500.00
OUT OF THE BLUE	

CITY APPLICATION/PERMIT	500.00
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LIQUOR LICENSE	75.00
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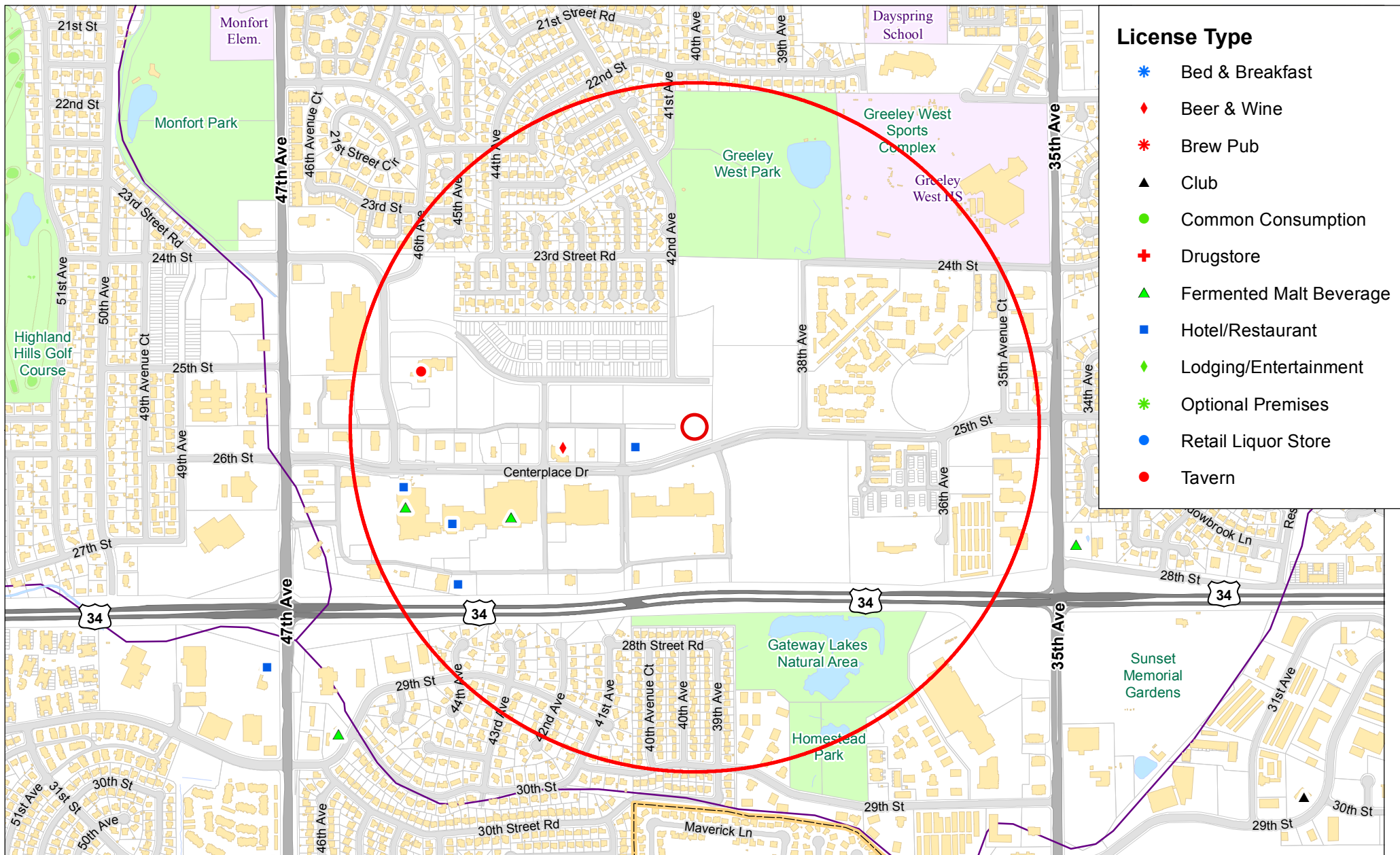
Total	2,075.00
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Check 164	2,075.00
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Have a nice day!

Received From: OUT OF THE BLUE
Receipt #: fs-11302021-20

Location Code: 900



Site Location
with 1/2 Mile Radius Buffer

Out of the Blue 4111 CENTERPLACE DR Unit D 11/30/2021 - Hotel/Restaurant

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1 inch = 1,000 feet