



Remote Meeting Instructions for the December 8, 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 7, 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/88952093956>

Meeting ID: 889 5209 3956

Passcode: 835997

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 8, 2021 – 3:00 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. PUBLIC HEARING TO CONSIDER A NEW HOTEL/RESTAURANT
LIQUOR LICENSE APPLICATION BY TAQUERIA LOS PINOS #2 LLC
DBA TAQUERIA LOS PINOS #2, 1923 9TH STREET - pg. 3
2. PUBLIC HEARING TO CONSIDER A NEW LODGING AND
ENTERTAINMENT LIQUOR LICENSE APPLICATION BY GNAIL LOUNG
LLC DBA G NAIL LOUNGE, 4111 CENTERPLACE DRIVE, UNIT B - pg.
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3. PUBLIC HEARING TO CONSIDER A NEW HOTEL/RESTAURANT
LIQUOR LICENSE APPLICATION BY GEORGIA BOYS BBQ LLC DBA
GEORGIA BOYS BBQ, 2473 WEST 28TH STREET - pg. 85
4. HEARING TO CONSIDER A TRANSFER APPLICATION FOR AN
EXISTING RETAIL LIQUOR STORE LICENSE BY SHRESTHA BROTHERS
INC DBA GORDONS DISCOUNT LIQUOR, 2521 11TH AVENUE - pg. 201
5. SCHEDULE OF FUTURE MEETINGS/HEARINGS - pg. 291
6. ADJOURNMENT

Greeley, Colorado New Liquor License Application December 8, 2021 Item No. 1	Applicant: Taqueria Los Pinos #2 LLC DBA Taqueria Los Pinos #2 Location: 1923 9th Street License Type: Hotel & Restaurant
PUBLIC HEARING TO CONSIDER A NEW HOTEL & RESTAURANT LICENSE APPLICATION	
Request Summary:	
This Application proposes a new Hotel and Restaurant Liquor I License for this location, for a restaurant that has been in operation. The application was filed on November 4, 2021, by the limited liability company, and all applicable documentation and paperwork appears to be in proper order including City and State application, license and occupation fees. Laura Chaparro is the manager member and 100% owner of the LLC and 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 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. 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 their inspection was performed with no violations or concerns. -The City Attorney's Office, Finance Department, and City Clerk's Office reported no comments or concerns with the application. -The Community Development Department and Code Compliance division both noted no comments or concerns with the application, including no current Code issues. -A criminal history check has been conducted on Laura Chaparro. The Greeley Police Department reports there are no local arrests in their database, and her CBI criminal history check also did not list any prior arrests. Ms. Chaparro submitted fingerprints to an	

approved CBI vendor as part of his application and those were sent to the Colorado Bureau of Investigations for analysis. The resulting FBI and CBI criminal history checks revealed no prior arrests.

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, 2 other hotel/restaurant licenses, 1 tavern license, and 1 retail liquor store license.

The applicant will be present at the virtual hearing to review the details of the needs and desires efforts conducted in the neighborhood.

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
Submitted evidence of Needs and Desires

CITY OF GREELEY

Colorado

Office of the City Clerk

CHECKLIST FOR SUBMITTING A NEW LIQUOR LICENSE APPLICATION

CITY CLERK'S OFFICE REC
NOV 4 21 AM 10:54

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) Taqueria Los Pinos #2 LLC		2. Trade Name of Establishment (DBA) Taqueria Los Pinos #2		
3. Business Address 1923 9th Street		4. City Greeley	5. State CO	6. Zip Code 80631
Primary Point of Contact about this application				
7. First Name Lorena		8. Last Name Diaz		
9. Primary Telephone Number 760-713-4325	10. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	11. Alternate Phone Number 970-506-0808		12. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other
13. Email Address: Laurachaparro5525@gmail.com		14. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other: Interpreter		
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 Taqueria Los Pinos #2 LLC				
24. Email Address Laurachaparro5525@gmail.com				
25. Mailing Address 4315 W. 30th St. Place		26. City Greeley	27. State CO	28. Zip Code 80634
29. Please send official notices relating to this license to: ☒ Mailing Address ☒ Email				

Office of the City Clerk www.greeleygov.com 970-350-9740 cityclerk@greeleygov.com

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 <u>\$2,075.00</u> 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: _____	

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 Liqueria Los Pinos #2 LLC			FEIN Number 86279301
2a. Trade Name of Establishment (DBA) Liqueria Los Pinos #2		State Sales Tax Number 94 917415-0001	Business Telephone 970 566 0800
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 1923 9th Street			
City Greeley		County Weld	State CO ZIP Code 80631
4. Mailing Address (Number and Street) 4315 W. 30th St Place		City or Town Greeley	State CO ZIP Code 80634
5. Email Address Laurachaparro5525@gmail.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 ☐ Application Fee for New License w/Concurrent Review.....\$1,650.00 ☐ Application Fee for Transfer.....\$1,550.00		☐ Liquor-Licensed Drugstore (County).....\$312.50 ☐ Lodging & Entertainment - L&E (City).....\$500.00 ☐ Lodging & Entertainment - L&E (County).....\$500.00 ☐ Manager Registration - H & R.....\$75.00 ☐ Manager Registration - Tavern.....\$75.00 ☐ Manager Registration - Lodging & Entertainment.....\$75.00 ☐ Manager Registration - Campus Liquor Complex.....\$75.00 ☐ Optional Premises License (City).....\$500.00 ☐ Optional Premises License (County).....\$500.00 ☐ Racetrack License (City).....\$500.00 ☐ Racetrack License (County).....\$500.00 ☐ Resort Complex License (City).....\$500.00 ☐ Resort Complex License (County).....\$500.00 ☐ Related Facility - Campus Liquor Complex (City).....\$160.00 ☐ Related Facility - Campus Liquor Complex (County).....\$160.00 ☐ Related Facility - Campus Liquor Complex (State).....\$160.00 ☐ Retail Gaming Tavern License (City).....\$500.00 ☐ Retail Gaming Tavern License (County).....\$500.00 ☐ Retail Liquor Store License-Additional (City).....\$227.50 ☐ Retail Liquor Store License-Additional (County).....\$312.50 ☐ Retail Liquor Store (City).....\$227.50 ☐ Retail Liquor Store (County).....\$312.50 ☐ Tavern License (City).....\$500.00 ☐ Tavern License (County).....\$500.00 ☐ Vintners Restaurant License (City).....\$750.00 ☐ Vintners Restaurant License (County).....\$750.00	
Section B Liquor License Fees*			
☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area.....\$75.00 ☐ Arts License (City).....\$308.75 ☐ Arts License (County).....\$308.75 ☒ Beer and Wine License (City).....\$351.25 ☐ Beer and Wine License (County).....\$436.25 ☐ Brew Pub License (City).....\$750.00 ☐ Brew Pub License (County).....\$750.00 ☐ Campus Liquor Complex (City).....\$500.00 ☐ Campus Liquor Complex (County).....\$500.00 ☐ Campus Liquor Complex (State).....\$500.00 ☐ Club License (City).....\$308.75 ☐ Club License (County).....\$308.75 ☐ Distillery Pub License (City).....\$750.00 ☐ Distillery Pub License (County).....\$750.00 ☒ Hotel and Restaurant License (City).....\$500.00 ☐ Hotel and Restaurant License (County).....\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City).....\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00 ☐ Liquor-Licensed Drugstore (City).....\$227.50			
* 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

Hotel + Restaurant
AP

NameLaura Chaparro

Type of LicenseBeer + Wine

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 (>) 10,0000? 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.

☐ ☒

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 (<) 10,0000? 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.

☒ ☐

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 current 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:

LandlordMiguel Martinez

TenantTzqueria Los Pinos #2

Expires07-01-2026

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

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 Laura Chaparro		Type of License Beer + Wine	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:				Yes No
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 Chaparro		First Name of Manager Laura		
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 Laura Chaparro	Home Address, City & State 4315 W 30th Place	DOB [REDACTED]	Position Owner	%Owned 100
Name	Home Address, City & State Greeley, CO 80631	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.				

Hotel + Restaurant

Name	Laura Chaparro	Type of License	Beer + Wine	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		Date		
	Laura Chaparro Owner		9-30-2		
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, Laura Chaparro am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Taquenia Los Pinos #2 (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) <u>Taquenia Los Pinos #2 LLC</u>		Social Security Number/Tax Identification Number 	
Address <u>1923 9th Street</u>			
City <u>Greeley</u>		State <u>CO</u>	Zip <u>80631</u>
Home Phone Number <u>970-576-2694</u>		Business/Work Phone Number <u>970-353-1261</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Laura Chaparro</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Laura N-</u>			Date signed <u>9-30-21</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).

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.):	Restaurant - Mexican Food restaurant
2. What are the proposed hours and days of operation for the establishment?	Monday - Sunday 9am → 9pm.
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.)	1 Manager - Full Time 1 owner, 1 waitstaff.
4. What is the ratio of staff to patrons for both average and peak hours of operation?	2:1
5. Describe your past training and experience in the sale/service of alcohol beverages (include any special or certified training received):	None, but I am in the process of registering for certified training classes.
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):	I am in the process of registering my manager for training for Colorado Seller-Server Safety Training
7. What type of training is proposed for employees at this establishment in the safe and legal sale/service of alcohol beverages?	Food Serv Safe. • Alcohol beverage training • Mixed drinks • Colorado Alcohol Seller-Server Training Safety
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:	Policy Hand book includes instructions of day-to-day operations including food and alcohol for future.

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 of my employees will ID every client/customer who would be entering the facility. A stamp would be used for under 21.
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: My employee, manager, owner, will take de-escalating customer courses.
11. What types of entertainment will be offered, if any, at this proposed establishment? (for example, music, pool, darts, etc.): MUSIC
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: None. I do not have special promotions on food and would not consider for alcohol.
13. What types of security, if any will be provided at this proposed establishment, and will they be armed in any way? NO Security officer.
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? <u>B</u> Describe an emergency building exit plan? The emergency plan is a back door (employee entrance) in case of fire. Building has a basement.
16. What types of alternate beverages and food/snacks will be provided at this proposed establishment? Mexican Food And Snacks. I offer far pages of menu.
17. What is the estimated ratio of food sales to alcohol beverage sales at this establishment? 6:1

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.

Lucretia
Applicant's Signature

7-22-21
Date

City of Greeley
Finance Department

1000 10th Street
Greeley, CO 80631

Thursday Nov 04 2021 10:24:26 AM

OCCUPATION FEE	1,500.00
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NEW

CITY APPLICATION/PERMIT	500.00
--------------------------------	--------

LIQUOR LICENSE	75.00
-----------------------	-------

Total	2,075.00
--------------	-----------------

Check 1012	2,075.00
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Have a nice day!

Received From: TAQUERIA LOS PINOS #2 LLC

Receipt #: av-11042021-8

Location Code: 900

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 10queria Los Pinos LLC		Home Phone Number 9703531261	Cellular Number 9705762694			
2. Your Full Name (last, first, middle) Chaparro, Laura		3. List any other names you have used Laura O. Chaparro				
4. Mailing address (if different from residence)		Email Address LauraChaparro5525@gmail.com				
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 4315 W. 30th St Pl		Greeley, CO 80631		08/20	Present	
Previous 3903 Belmont Ave		Evans, CO 80620		11/2017	08/2020	
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
Public Partnerships.		1 Carot Rd - Medford, MA		caregiver	July 2020	Present
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	
NONE.						
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 provided in question #13 is solely for identification purposes.																																				
[Redacted]				c. Place of Birth Madera, Calif, Mexico				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	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Race	r. Do you have a current Driver's License/ID? If yes, give number and state																														
5	140	Blk	Brown	F	W.	☒ Yes ☐ No # [Redacted] State [Redacted]																														
14. Financial Information.																																				
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 0																																				
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. \$ 14,500																																				
* 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%; border-collapse: collapse;"><thead><tr><th>Type: Cash, Services or Equipment</th><th>Account Type</th><th>Bank Name</th><th>Amount</th></tr></thead><tbody><tr><td>Cash</td><td>Savings</td><td>Wells Fargo</td><td>\$14,500</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></tbody></table>												Type: Cash, Services or Equipment	Account Type	Bank Name	Amount	Cash	Savings	Wells Fargo	\$14,500																	
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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)																																				
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Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount																																
N/A																																				
e. Loan Information (Attach copies of all notes or loans)																																				
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Name of Lender	Address	Term	Security	Amount																																
NONE																																				
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 [Signature]				Print Signature Laura Chaparro				Title Owner		Date 9-30-21																										

Supplemental Address History:

1126 3rd Street,

Apartment D4

Greeley, CO 80631

September 2014- November 2017

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20211593018 of
Taqueria Los Pinos #2 LLC

Colorado Limited Liability Company

(Entity ID # 20211593018)

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/21/2021 that have been posted, and by documents delivered to this office electronically through 09/22/2021 @ 09:55:13.

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 09/22/2021 @ 09:55:13 in accordance with applicable law. This certificate is assigned Confirmation Number 13455947.



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."

Articles of Organization for a Limited Liability Company
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Taqueria Los Pinos #2 LLC

The principal office street address is 1923 9th Street
Greeley CO 80631
US

The principal office mailing address is 4315 W 30th Street Pl
Greeley CO 80634
US

The name of the registered agent is Laura O Chaparro

The registered agent's street address is 4315 W 30th Street Pl
GREELEY CO 80634
US

The registered agent's mailing address is 4315 W 30th Street Pl
GREELEY CO 80634
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Laura O Chaparro
4315 W 30th Street Pl
Greeley CO 80634
US

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., and, if

applicable, 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.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Laura O Chaparro
4315 W 30th Street Pl
Greeley CO 80634
US

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,

Taqueria Los Pinos #2 LLC

is a

Limited Liability Company

formed or registered on 06/25/2021 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 20211593018 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/21/2021 that have been posted, and by documents delivered to this office electronically through 09/22/2021 @ 09:54:32 .

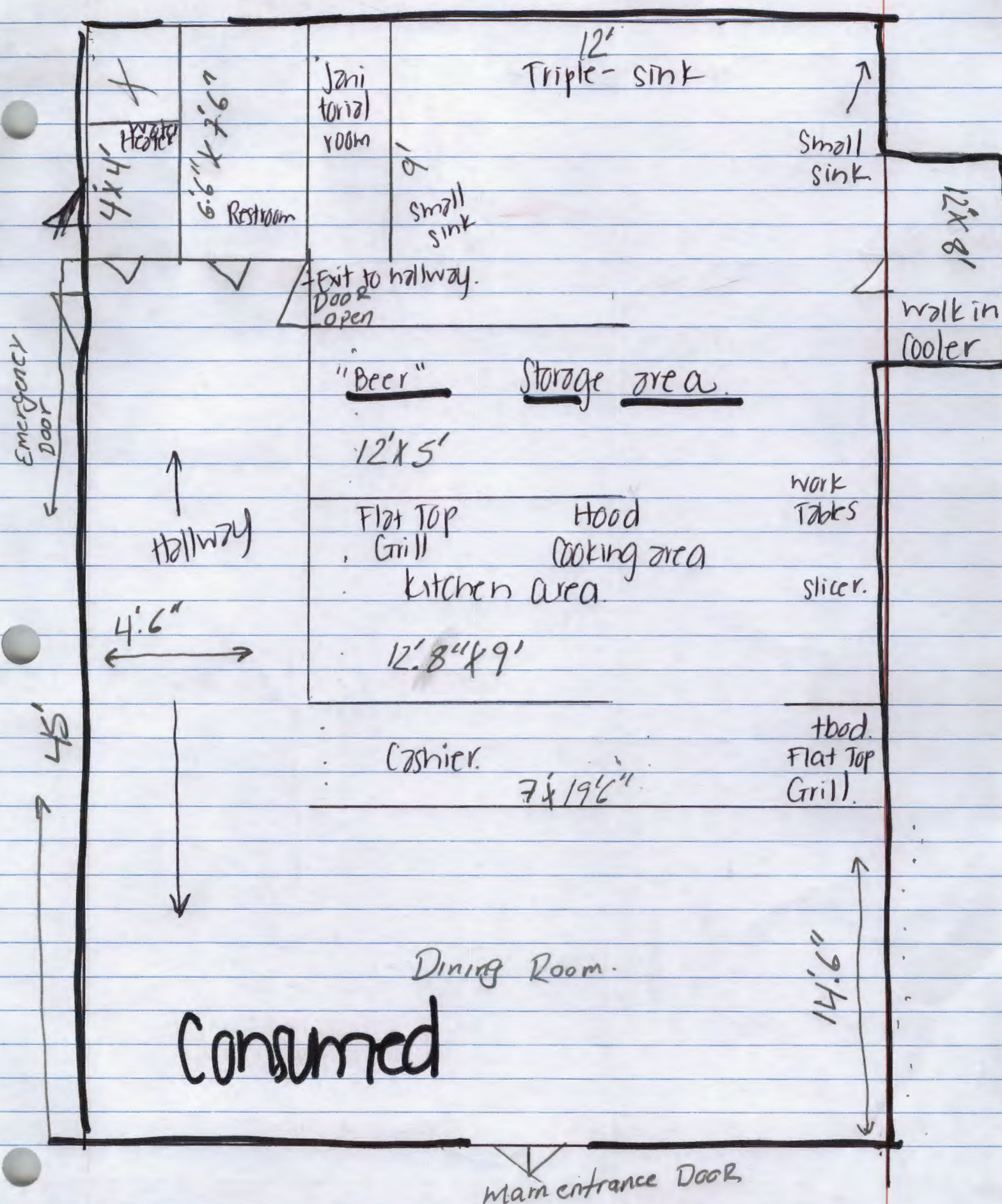
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/22/2021 @ 09:54:32 in accordance with applicable law. This certificate is assigned Confirmation Number 13455944 .



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."



1923. 9th street

COMMERCIAL LEASE AGREEMENT

(Taqueria Los Pinos #2 LLC)

THE PARTIES. This Lease Agreement agreed on June 26, 2021, is between:

The **Lessor** is 1 individual (s) known as Miguel Martinez Gonzalez with a mailing address of 14333 Harvest Rd. Brighton, Colorado, 80603 hereinafter referred to as the "Lessor."

AND

The **Lessee** is Taqueria Los Pinos #2 LLC, owner, Laura Chaparro with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 2048 square feet (SF) of retail space located at 1923 9th Street, Greeley, Colorado 80631

Tax Map: 096106320002: Lot: 13 Block: 3

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for Operation of Taqueria Los Pinos Restaurant.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

NO SUBLETTING. Tenant may not **sublet** Premises in whole or in part or assign this **Lease** without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. This **Lease** shall create the relationship of Landlord and Tenant between the parties hereto.

NO MODIFICATIONS OF LEASE PREMISES. No modification or alterations to the building on the Premises or openings cut through the roof are allowed without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. In the event any such modifications or alterations are performed, same shall be completed in accordance with all applicable codes and regulations by a licensed and bonded contractor.

TERM OF LEASE. This Lease shall commence on July 1, 2021 and expire at Midnight on July 1, 2026 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

PAYMENT SCHEDULE

Start Date: July 1, 2021, End Date: July 1, 2023, Payment: \$5000 per month

Start Date: July 1, 2023, End Date: July 1, 2026, Payment: \$5100 per month

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to \$35.00 in addition to any late fee.

LATE FEE: The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of 5% of the monthly rent amount per occurrence if payment is not made after the 5th day after it is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on June 1 2026 and end on July 1 2031 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Triple Net (NNN) Lease the responsibility of the expenses shall be attributed to the following:

It is intention of the Party, and hereby agrees, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES: The Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kinds whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Lessor of operating and maintaining the Premises, and shall include, without limitation, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

UTILITIES: The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit in the amount of \$5,100.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$5,100.00 returned within 60 days.

FURNISHINGS. The Lessor will provide the following furnishings to the Lessee upon the start of this Lease's Initial Term: Tables chairs equipment.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold

improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment. Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. the Lessee shall properly maintain the premises in a good safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors servicing the Lessee or in any way as a result of Lessee's use and occupancy of the premises then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's

insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

SUBLET/ASSGNMENT/SOLD. The Lessee may not transfer, assign or attempt to sell this Lease or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the even the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no even shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guest or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the costs, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessees for any damages or past rents due and owing and may undertake all an additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this

Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this lease and be held harmless against any of its items or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith."

Afterwards, if the dispute is not resolved the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Colorado. If the Lessor and Lessee fail to resolve the dispute through mediation, the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenant and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defect in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY-INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the even of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulators and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall, or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reason of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. 42 U.S.C. § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and

addition rent have been paid, and stating whether or not there exist any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Colorado.

NOTICES. Notices shall be addressed to the following:

Lessor: Miguel Martinez Gonzalez 14333 Harvest Rd, Brighton, Colorado 80603

Lessee: Taqueria Los Pinos LLC, Owner, Laura Chaparro
1923 9th Street, Greeley, Colorado 80631

ADDITIONAL TERMS AND CONDITIONS. In addition to the Security Deposit, Tenant shall pay Landlord equipment lease fee of Five Thousand and One Hundred Dollars at the time the Lease is signed.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduce to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of the Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and if necessary, severed from this Lease. All other terms and provision of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors, and administrators.

(INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW)

LESSOR SIGNATURE

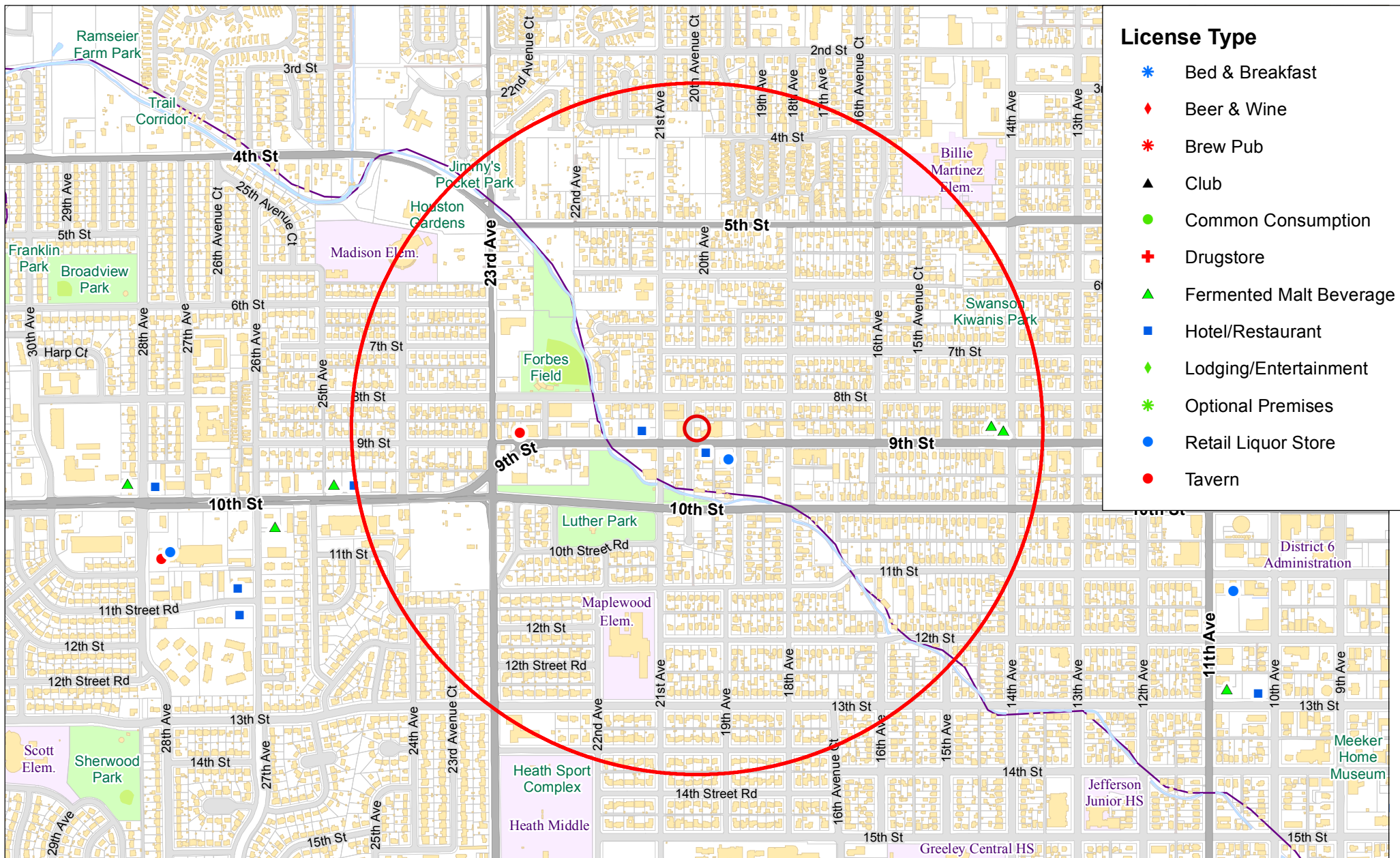
Miguel Martinez Gonzalez

Signature Miguel Martinez M. Date: 6-29-21

LESSEE SIGNATURE

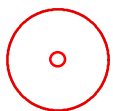
Laura Chaparro , Owner of Taqueria Los Pinos #2 LLC

Signature Laura Ch 6-29-21 Date:



License Type

- ✱ Bed & Breakfast
- ♦ Beer & Wine
- ✱ Brew Pub
- ▲ Club
- Common Consumption
- + Drugstore
- ▲ Fermented Malt Beverage
- Hotel/Restaurant
- ◆ Lodging/Entertainment
- ✱ Optional Premises
- Retail Liquor Store
- Tavern



Site Location
with 1/2 Mile Radius Buffer

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited.

Taqueria Los Pinos #2 1923 9TH ST 11/9/2021 - Hotel/Restaurant

All planimetric data was digitized from aerial photographs dated March, 2012. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAS). The information contained within this document is not intended to be used for the preparation of construction documents.



1 inch = 1,000 feet

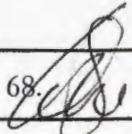
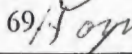
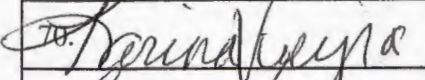
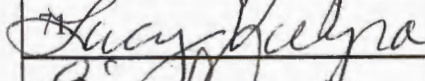
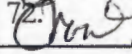
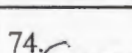
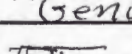
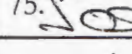
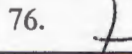
PETITION TO THE GREELEY LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Restaurant type liquor license has been filed with the Greeley City Clerk's Office on Sept. 2021 by: Laura Ochoa Pardo doing business as Los Rios Restaurant and proposed to be located at 1923 9th St Greeley at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood:

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
1. <u>Simon De la Cruz</u>	<u>Simon</u>	<u>1717 5th St #15</u>	<u>11-24-21</u>	<u>11-24</u>	✓	
2. <u>Hector M.V.</u>	<u>Hector V.</u>	<u>1118 25th Ave Apt 301</u>	<u>11-24-21</u>	<u>11-24</u>	✓	
3. <u>Alicia Rodriguez</u>	<u>Alicia Rodriguez</u>	<u>408 28th Ave</u>	<u>11-24-21</u>	<u>11-24</u>	✓	
4. <u>Kathryn M. J.</u>	<u>Kathryn Marshall</u>	<u>408 28th Ave</u>		<u>11-24</u>	✓	
5. <u>Rufino Gallardo</u>	<u>Rufino Gallardo</u>	<u>1204 29th St. Greeley</u>		<u>11-24</u>	✓	
6. <u>Lorena Mendez</u>	<u>Lorena Mendez</u>	<u>1204 29th St. Greeley</u>		<u>11-24</u>	✓	
7. <u>Rene Sanchez C.</u>	<u>Rene Sanchez</u>	<u>1720 5th St.</u>		<u>11-24</u>	✓	
8. <u>Jose Javier Mendez</u>	<u>Jose Mendez</u>	<u>1790 5th St. Avenue</u>		<u>11-24</u>	✓	
9. <u>Juan Enriquez</u>	<u>Juan Enriquez</u>	<u>1720 5th St</u>		<u>11-24</u>	✓	
10. <u>J. Antonio O. J. Antonio</u>	<u>J. Antonio</u>	<u>1720 5th St</u>		<u>11-24</u>	✓	
11. <u>Louis Mandujano</u>	<u>Louis Mandujano</u>	<u>203 12th St</u>		<u>11-24</u>	✓	
12. <u>Andrea Oliveros</u>	<u>Andrea Oliveros</u>	<u>2001 9th St</u>		<u>11-24</u>	✓	
13. <u>Edgar Tellez</u>	<u>Edgar Tellez</u>	<u>2001 9th St</u>	<u>owner</u>	<u>11-27</u>	✓	
14. <u>Maria Ortiz</u>	<u>Maria Ortiz</u>	<u>815-20th Ave</u>	<u>owner</u>	<u>11-27</u>	✓	
15. <u>Orman Suarez</u>	<u>Orman Suarez</u>	<u>819 20th Ave</u>	<u>resident</u>	<u>11-27</u>	✓	
16. <u>Adrian Teller</u>	<u>Adrian Teller</u>	<u>2001 9th St</u>	<u>resident</u>	<u>11-27</u>	✓	
17. <u>Alicia Chavarria</u>	<u>Alicia Chavarria</u>	<u>803 20th Ave</u>	<u>owner</u>		✓	
18. <u>Diego Navarro</u>	<u>Diego Navarro</u>	<u>305 20th Ave CT Greeley</u>	<u>owner</u>	<u>11-28</u>	✓	

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
19. <i>Raúl Ortega</i>	Raúl Ortega	315 12th Ave	rent	03/12/21	✓	
20. <i>Enrique Camacho</i>	Enrique Camacho	521 9th St		03/12/21	✓	
21. <i>Luis Romero</i>	Luis Romero	542 N 11th Ave		12/4/21	✓	
22. <i>Fidel Meza</i>	Fidel Meza	1817 2nd Ave		12/4/21	✓	
23. <i>Freddy</i>	Fred J	1018 = 75		12-4-21	✓	
24. <i>Bacilio Gutierrez</i>	Bacilio Gutierrez	127 N 25th Ave		12-04-21	✓	
25. <i>Eduardo</i>	Eduardo Flores	1102 5th St		12-4-21	✓	
26. <i>Onat Vicente</i>	Onat Vicente	1717 5th St			✓	
27. <i>Maura Halguin</i>	Maura H.	2105 8th St		12-4-21	✓	
28. <i>Denisse Dominguez</i>	Denisse D.	1903 2th St			✓	
29. <i>Dalia Garth</i>	Dalia Garth	1445 10th St		12-04-21	✓	
30. <i>Pedro</i>	Pedro	1708 5th St Apt 10 # 80631		12-4-21	✓	
31. <i>Melchor Palma</i>	Melchor	1717 5th St # 101	owner	12-5-21	✓	
32. <i>Miguel Palma</i>	Miguel Palma	2280 14th St # 1123	owner	12-5-21	✓	
33. <i>Maura Muñoz</i>	Maura Muñoz	1725 5th St Freeley 110		12-5	✓	
34. <i>Jose Hernandez</i>	Jose Hernandez	1823 3th		12-5-	✓	
35. <i>Ruby</i>	Ruby	1415 5th St	owner	12-5	✓	
36. <i>Ely</i>	Ely Ornelas	435 14th Ave	owner		✓	
37. <i>Ely</i>	Ely Ornelas	# 513 14th Ave	Freeley	12-05	✓	
38.						
39.						
40.						
41.						
42.						

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
43. Gabriela Escosca V.	Gaby	1823 5th St 50		11/29	✓	
44. Remon Escosca	Remon	1823 5th St 50		11-29	✓	
45. Angel Martinez	Angel	99019-9th And E Kicker			✓	
46. Luis Fuentes	Luis	9707023248 1919-9th			✓	
47. Antonio C.	Antonio	970576007			✓	
48. Eduardo Padua	ELP	Los Pisos 2005	915 305 0391		✓	
49. Gloria A Madrid	Gloria A Madrid	2017 Habitat LN		11/30	✓	
50. Ricardo Chavez G	Ricardo Chavez	2017 Habitat LN		11/30	✓	
51. Cesar Caballero M.	Cesar Caballero M.	2017 Habitat LN		11/30	✓	
52. Jesse Jones	Jesse Jones	1928 8th St		12-2	✓	
53. Jose E. Lopez	Jose E. Lopez	808 19th Ave	915 825 8202		✓	
54. Martin R	Martin R	2925 5th St		12-2	✓	
55. Ivan J	Ivan J	2921 5th Ave	owner	12/3	✓	
56. Edwin	Edwin	709 19th Ave	rent	12-4	✓	
57. A Home Share	A Home Share	708 19th Ave	rent	12-4	✓	
58. Jose ALBERTO	José ALBERTO	2924 19th St		12/3	✓	
59. Jorge Frege	Jorge Frege	1875 9th St	MR	12/2	✓	
60.						
61.		9th St	rent	12/10	✓	
62. Alexis Luna	Alexis Luna	9th St		12/12	✓	
63. Anthony Lujan	Anthony Lujan	1803 9th St	Fun fair	12/2	✓	
64.						
65. Hugo Rojas	Hugo Rojas	1107 5th St		12/3	✓	
66. Gilberto	Gilberto	13 1410 5th		12/2	✓	
67. Arturo Villanueva	Arturo	1416 9th St		12-4	✓	

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
68. 	Silvia Navano	407 28th Ave Greeley CO	Resident	11/30/21	✓	
69. 	Tony Salas	2011 75th	Resident	11-1-21	✓	
70. 	Karina Veyra	713 13th Ave	Rent	12/3	✓	
71. 	Karina Veyra	713 13th Ave	Rent	12/8	✓	
72. 	Ernie Duran	1814 8th St	owner	12-8	✓	
73. 	Jaime Moragas	1003 4th Ave		12-6	✓	
74. 	Genoveva Navarro	1801 2nd St #1 Greeley CO	Resident	12-6	✓	
75. 	Jose Luis	Greeley	Resident	12-5	✓	
76. 	Gemelle	524 23rd St Greeley	owner	12/5	✓	
77. 	Oscar	San Juan 15-21	Resident	12-6	✓	
78.						
79.						
80.						
81.						
82.						
83.						
84.						
85.						
86.						
87.						
88.						
89.						
90.						
91.						
92.						

Summary

Dates of Petitioning SEP-19-2021

Total Contacts:

Not at Home

Not Qualified to Sign

Refusals to Sign

Needs & Desires Met

Religious Objections

Would not Sign

Remained Neutral

Usage Objections

Other

Number of Signatures in Favor

91

7

89-

NO

7

Q

NO

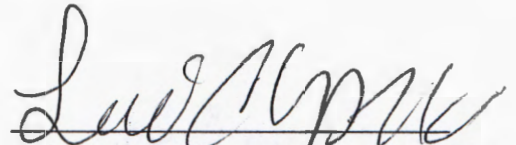
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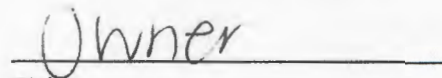
89

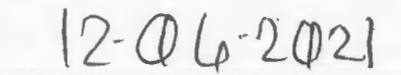
Acceptance of Boundaries

The neighborhood boundaries for 1923 9th Street are as shown within the shaded area of the attached boundary map and represent a one-half mile of the proposed new hotel and Restaurant Liquor License application submitted by Taqueria Los Pinos #2 LLC DBA Taqueria Los Pinos #2.

The scheduled Public Hearing date is Wednesday, December 8, 2021, at 3:30 p.m.
The applicant is required to participate in that meeting to answer questions from the Liquor Authority with regard to the proposed liquor establishment.

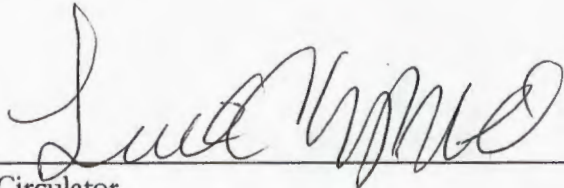

Applicant/Representative Signature


Title


Date

**AFFIDAVIT
CIRCULATOR**

I, Laura Ochoa, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented him/herself to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.



Circulator

STATE OF COLORADO

)

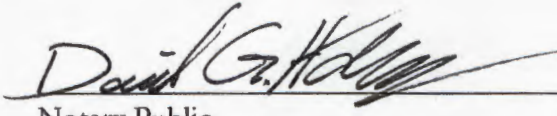
) SS.

COUNTY OF WELD

)

Subscribed and sworn to before me this 7th day of December, 2021.

DANIEL ADRIAN GARDEA-HERNANDEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194046037
MY COMMISSION EXPIRES 12/10/2023



Notary Public

12/10/2023
My commission expires.



Petition Review – Taqueria Los Pinos #2

Page 1:

- 18 signatures
 - 12 signatures with address in the boundary area
 - 5 of these did not include indication of standing to sign (lines 1, 7-10, 12))
 - 6 signatures from outside of the boundary area (Lines 2-6 , 11)
 - All 6 of these also did not indicate standing to sign

Page 2

- 19 signatures
 - 9 signatures with address in the boundary area
 - 7 of these did not include indication of standing to sign (lines 26-27,29-30,33-34, 37)
 - 7 signatures outside of the boundary area (lines 19-22, 24-25,36)
 - 2 signature entries illegible and unable to determine address (lines 23,32)
 - 1 signature entry incomplete (line 28)

Page 3

- 23 signatures
 - 11 signatures with address in boundary area
 - 5 of these did not include indication of standing to sign (lines 43,44,46,52,67)
 - 3 with illegible descriptions of standing (lines 45,53,63)
 - 2 signatures with no address listed (lines 47-48)
 - 5 signatures with addresses outside boundary area (lines 49-51,58,65)
 - 3 illegible signatures (lines 54,55,66)
 - 2 incomplete signatures (lines 61,62)

Page 4

- 10 signatures
 - 3 signatures with address in boundary area, all indicating status to sign
 - 5 signatures outside boundary area (lines 68,70,71, 73,74)
 - 2 incomplete signatures (lines 75, 77)

Greeley, Colorado New Liquor License Application December 8, 2021 Item No. 2	Applicant: G Nail Lounge LLC DBA G Nail Lounge Location: 4111 Centerplace Drive, Unit B License Type: Lodging & Entertainment
PUBLIC HEARING TO CONSIDER A NEW LODGING & ENTERTAINMENT LICENSE APPLICATION	
Request Summary:	
This Application proposes a new Lodging & Entertainment Liquor License for this location, for a nail salon. The application was originally submitted on September 28, 2021 and completed on November 4, 2021, by the limited liability company, and all applicable documentation and paperwork appears to be in proper order including City and State application, license and occupation fees. This is a newly built location. Tung Thanh is the managing member and 100% owner of the LLC and Thearry Song is 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 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. 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 was completed on 10/27/2021 and has now obtained a certificate of occupancy. -The Finance Department noted the business does not have an active business license. -The City Attorney's Office noted the applicant's IHR indicated he has previously been convicted of a crime in question 10, but has not provided an explanation.	

-The Community Development Department and Code Compliance division both noted no comments or concerns with the application, including no current Code issues.

-The City Clerk's Office reported no other comments or concerns with the application.

- A complete criminal history check has been conducted on Tung Thanh and Thearry Song, including by the Greeley Police Department and the submission of fingerprint cards 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. The resulting FBI and CBI criminal history checks for Thearry Song resulted in no findings. For Tung Thanh, an unrelated charge with deferred adjudication from 1999 was the only result.

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 other lodging and entertainment license.

The applicant will be present at the virtual hearing to review the details of the needs and desires efforts conducted in the neighborhood.

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
Submitted evidence of Needs and Desires

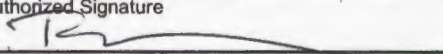
1

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 ☐ E. Additional information may be required by the local licensing authority ☐ F. All sections of the application need to be completed
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) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents ☐ A. Individual History Records(s) (Form DR 8404-I) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentGO. The Vendors are as follows: IdentGO - https://enroll.identgo.com/ Phone: (844)539-5539 (toll-free) IdentGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting by American Bioidentity – Details to be announced ☐ 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 date stamped by the Colorado Secretary of State's Office ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation ☐ D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). Not needed if husband and wife ☐ B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) ☐ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) ☐ B. Certificate of Good Standing ☐ C. Copy of operating agreement ☐ D. Certificate of Authority if foreign company
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 TUNG THANH LE	Type of License LODGING & ENT.	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?		☐ ☒		
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.		☐ ☒		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☒		
13b. 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 BEARPAW CENTERPLACE LLC	Tenant TUNG THANH LE/ G-NAIL LOUNGE	Expires 12-9-2030		
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
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)		NA		
18. 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.				
19. 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?		☐ ☐		
(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?		NA		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐ ☐		
20. 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)		☐ ☐		

Name G NAIL LOUNGE		Type of License LODGING & ENT.		Account Number	
21. Campus Liquor Complex applicants answer the following:					
(a) Is the applicant an institution of higher education?					Yes ☐ No ☒
(b) Is the applicant a person who contracts with the institution of higher education to provide food services?					Yes ☐ No ☒
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.					
22. 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 song			First Name of Manager thearry		
23. 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 ☒
24. 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 NA			First Name of Manager NA		
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.					Yes ☐ No ☒
26. 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 tung thanh le	Home Address, City & State 6709 34TH ST GREELEY CO	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 tung thanh le		Type of License LODGING & ENT		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 tung thanh le		Date 9/28/21	
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

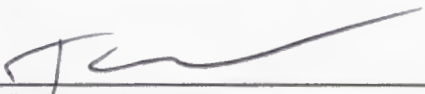
City of Greeley
Attachment to New Liquor/3.2% Beer Retail Liquor License or Renewal Application
(Please type or print legibly)

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.): PROFESSIONAL NAIL SALON , ALL AGES OF CLIENTS FOR PROFFESIONAL SERVICES.
2. What are the proposed hours and days of operation for the establishment? MONDAY -SATURDAY 9AM-7PM
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.) 15 FULL TIME NAIL TECH 2 PART TIME RECEPTIONIST/SERVER 1 FULL TIME OWNER OPERATOR 1 FULL TIME MANAGE
4. What is the ratio of staff to patrons for both average and peak hours of operation? 1;1
5. Describe your past training and experience in the sale/service of alcohol beverages (include any special or certified training received): ONLINE ALCOHOL SERVICE TRAINING <i>Tipsalcohol.com</i>
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): N/A
7. What type of training is proposed for employees at this establishment in the safe and legal sale/service of alcohol beverages? TIPS O TRAINING FOR INTERVENTION PROCEDURES) IS A DYNAMIC, SKILL BASED TRAINING PROGRAM DESIGNED TO PREVENT INTOXICATION , DRUNK DRIVING, AND UNDERAGE DRINKING BY ENHANCING THE FUNDAMENTALS PEOPLE SKILLS OF SERVERS, AND ALL SELLERS OF ALCOHOL
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: SELLER/SERVER ALCOHOL CERTIFICATE

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.)? The only way to to be served will be to walk up to the bar and at that point any beverage order will be followed with a ID check by scanner or bartender.
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: The business will manage patron and employee conformance with no smoking, noise and other nuisance behaviors while on premises by continuing to train all employees to meet high professional standards that G NAIL business culture has already created.
11. What types of entertainment will be offered, if any, at this proposed establishment? (for example, music, pool, darts, etc.): music & television
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: grand opening may attract a larger than typical attendance and will have additional management to handle such increased attendance.
13. What types of security, if any will be provided at this proposed establishment, and will they be armed in any way? Security is not needed but if necessary we could provide security in a larger event gathering.
14. If security is planned, who will provide such service, and have all applicable licenses been obtained? NA
15. What is the buildings' occupancy limit? _____ Describe an emergency building exit plan? north and south, front and back exit
16. What types of alternate beverages and food/snacks will be provided at this proposed establishment? non alcoholic drinks and snacks
17. What is the estimated ratio of food sales to alcohol beverage sales at this establishment? 1:10

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

9/28/21
 Date

**City of Greeley
Finance Department**

1000 10th Street
Greeley, CO 80631

Thursday Sep 30 2021 01:45:33 PM

OCCUPATION FEE	2,000.00
CITY APPLICATION/PERMIT	500.00
LIQUOR LICENSE	75.00

Total	2,575.00
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Check 305	2,575.00
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Have a nice day!

Received From: G NAIL LOUNGE
Receipt #: pr-10012021-6

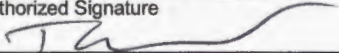
Location Code: 900

Note: NEW

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 G NAIL LOUNG		Home Phone Number 9706738365	Cellular Number 2398516850	
2. Your Full Name (last, first, middle) TUNG THANH LE		3. List any other names you have used		
4. Mailing address (if different from residence) 6709 34TH ST GREELEY CO 80631		Email Address TungLe1738@GMAIL.COM		
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 6709 34TH ST GREELEY CO 80631				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
A-Z NAILS		NAPLES, FL 344110		OWNER 2013 2015
VV NAILS		GREELEY, CO 80634		OWNER 2015 CURRENT
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
NA				
NA				
NA				
NA				
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				
NA				
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				
NA				

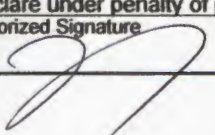
10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)										☒ Yes	☐ No
11. Are you currently under probation (supervised or unsupervised), 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				d. U.S. Citizen			
[REDACTED]		[REDACTED]		VIETNAM				☒ Yes ☐ No			
e. If Naturalized, state where				f. When		g. Name of District Court					
NA				NA		NA					
h. Naturalization Certificate Number				i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number			k. Permanent Residence Card Number		
NA				NA		NA			NA		
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Race	r. Do you have a current Driver's License/ID? If so, give number and state.					
5'8	180	BLACK	BROWN	M	ASIAN	☒ Yes ☐ No # _____ State _____					
14. Financial Information.											
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 150,000											
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. \$ 150,000 SAVINGS											
* 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/LOAN				savings		wellsfargo			150,000		
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	
CASH				1	BUSINESS		WELLS FARGO			\$150,000	
NA											
NA											
e. Loan Information (Attach copies of all notes or loans)											
Name of Lender				Address		Term		Security		Amount	
WELLS FARGO				GREELEY,CO		24M				150,000	
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				Print Signature				Title		Date	
				TUNG THANH LE				OWNER		9-28-21	

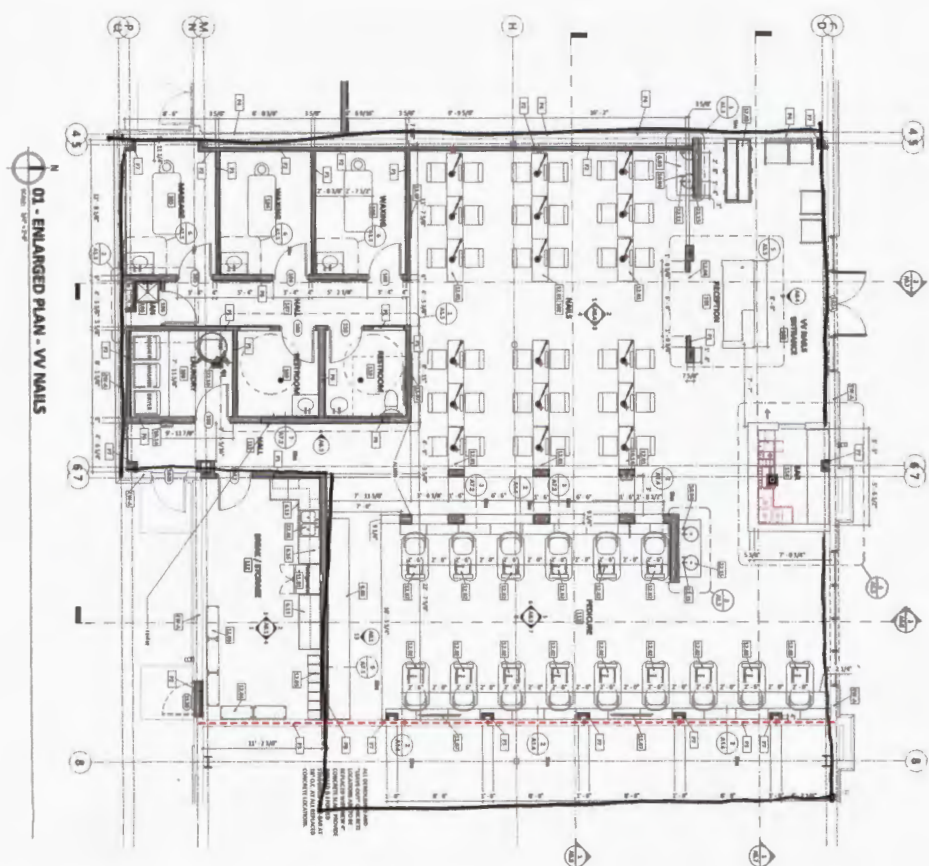
Individual History Record

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 <i>G Nail Lounge LLC</i>		Home Phone Number <i>739-216-1967</i>	Cellular Number	
2. Your Full Name (last, first, middle) <i>Song, Theary</i>		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address <i>M2thearny@yahoo.com</i>		
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 <i>6709 34th St Rd</i>		<i>Greeley CO 80634</i>		<i>5-22-18</i>
Previous <i>6227 14th St Rd</i>		<i>Greeley CO 80634</i>		<i>8-7-16 5-1-18</i>
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
<i>VV Nails and spa</i>		<i>4330 Centerplace drive</i>		<i>Receptionist 1-1-17 11-15-21</i>
<i>A-2nails</i>		<i>13510 Tamiami Trail N Naples FL 34110</i>		<i>Nail Tech 1-1-10 2-1-18</i>
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	
<i>N/A</i>				
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
■■■■■■■■	■■■■■■■■■4	Syracuse NY
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	m. Weight	n. Hair Color
5'4	143	Black
o. Eye Color		p. Gender
Brown		F
q. Race	r. Do you have a current Driver's License/ID? If so, give number and state.	
Asian	☒ Yes ☐ No # ■■■■■■ State CO	
14. Financial Information.		
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.		
\$ _____		
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. \$ _____		
* 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
N/A		
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
N/A		
e. Loan Information (Attach copies of all notes or loans)		
Name of Lender	Address	Term
N/A		
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
	Thearny Song	Manager
		Date
		11-4-21

[illegible][illegible][illegible]

VV NAILS AT BEAR PAW 2
4239 CENTERPLACE DRIVE
GREELEY, COLORADO

alms

THE UNIVERSITY OF SUDBURY, B.1
PO BOX 431000, CO. DUBLIN 1
TEL 0904 235-1300
WWW.UOAS.IE

A1.2

ENLARGED - FLOOR PLAN
TUNNELS

COMMIT AUCTION SET FOR

A1.2

SHOPPING CENTER LEASE AGREEMENT

By and Between

BEAR PAW CENTERPLACE, LLC
a Colorado limited liability company

As LANDLORD

And

Tung Le d/b/a
G Nail Lounge LLC

As TENANT

SHOPPING CENTER LEASE

This Lease, entered into this 9th day of December, 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":

Tung Le d/b/a G Nail Lounge LLC
- (d)Tenant's mailing address:

LLC

4330 Centerplace Dr unit 613, Greeley, CO 80634

Greeley, CO 80634

Attention: Tung Le

G

Nail

Lounge
- (e)Tenant's trade name: G Nail Lounge LLC
- (f)Tenant's address in Shopping Center:

4111 Centerplace Drive Unit
B
- (g)"Premises": Approximately 3,610 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 one hundred twenty nine (129) months thereafter, except that in the event the Commencement Date is a date other than the first day of a calendar month, said Initial 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, beginning on the Commencement Date (or annual anniversary thereof) and ending on midnight of the last day of the twelfth (12th) calendar month from 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 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. As of the Effective Date, the Landlord and Tenant agree that Tenant's Proportionate Share is 3,610/33,650 (10.7%).

(j) "Minimum Rental": See Appendix I

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

(l) "Permitted Use": The Premises shall be used by Tenant as a nail spa and salon.

(m) "Brokers": PB Roche Real Estate Solutions, has represented Landlord 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 "Landlord Broker." Cushman and Wakefield has represented Tenant in this transaction and will be paid by Landlord pursuant to a separate agreement. Cushman and Wakefield shall be collectively referred to herein as "Tenant Broker."

(n) Intentionally Omitted.

(o) "Tenant Improvement Allowance": \$77.56 per rentable square foot of the Premises. (see Section 3.4)

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

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:  12/9/20
Its: Manager

TENANT:

Tung Le d/b/a G Nail Lounge LLC
By:  12/9/2020 | 7:44 PM
Its: Manager

PB ROCHE

Solutions

To Whom it May Concern:

Tung Le d/ba/ G Nail Lounge, LLC has authorization from Landlord to obtain a liquor license at the Premises 4111 Centerplace Drive, Greeley, CO 80634 Unit B. If you have any further questions please email droche@pbroche.com or call 970-371-8834.

Thank you,



Dane Roche

PB ROCHE SOLUTIONS CO, LLC 2830 35TH AVENUE, UNIT A-1 GREELEY, CO 80634
PHONE 970.356.6900 FACSIMILE 970.356.7171

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,

G Nail Lounge LLC

is a

Limited Liability Company

formed or registered on 12/08/2020 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 20208064278 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/23/2021 that have been posted, and by documents delivered to this office electronically through 09/25/2021 @ 17:31:52 .

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 09/25/2021 @ 17:31:52 in accordance with applicable law. This certificate is assigned Confirmation Number 13465117 .

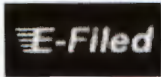


Jena Griswold

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: 12/08/2020 02:59 PM
ID Number: 20208064278
Document number: 20208064278
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

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

G Nail Lounge 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", "l.l.c.", "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

4111 Centerplace Dr Unit B

(Street number and name)

Greeley

(City)

CO

(State)

80634

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

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)

Le

(Last)

Tung

(First)

(Middle)

(Suffix)

or

(if an entity)

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

Street address

4111 Centerplace Dr Unit B

(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) LE TUNG
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 4111 CENTERPLACE DR UNIT B
(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

NGUYEN		EDIE	
(Last)	(First)	(Middle)	(Suffix)
615 S FEDERAL BLVD			
(Street number and name or Post Office Box information)			
DENVER		CO	80219
(City)	(State)	(ZIP/Postal Code)	
(Province – if applicable)	United States		
	(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).



COLORADO

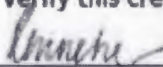
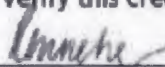
Department of
Regulatory Agencies

Division of Professions and Occupations

Below are your electronic wallet cards to use as proof of your license. You can also print your license at any time by visiting www.colorado.gov/dora/DPO_Print_License and following the instructions listed.

If you would like a more durable wallet card option, you can order one for a fee by visiting www.nasbastore.org and selecting the "Colorado License Cards" link on the left hand side of the page. If you prefer, you can also contact NASBA by phone at 1-888-925-5237 or by email at nasbastore@nasba.org.

Should you have questions about your credential, or need other information please contact our Customer Service Team at 303-894-7800 or dora_dpo_licensing@state.co.us.

Colorado Department of Regulatory Agencies Division of Professions and Occupations		Colorado Department of Regulatory Agencies Division of Professions and Occupations	
Office of Barber and Cosmetology Licensure G Nail Lounge LLC		Office of Barber and Cosmetology Licensure G Nail Lounge LLC	
Shop Registration		Shop Registration	
REG.2000034046 Number	09/16/2021 Issue Date	REG.2000034046 Number	09/16/2021 Issue Date
Active Credential Status	11/30/2023 Expire Date	Active Credential Status	11/30/2023 Expire Date
Verify this credential at: dpo.colorado.gov		Verify this credential at: dpo.colorado.gov	
			
Division Director: Ronne Hines Credential Holder Signature		Division Director: Ronne Hines Credential Holder Signature	



DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

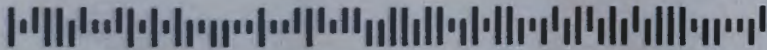
STATE
COLORADO

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
94862388-0000	03	0057	017	L	080221	May	18	21	2021

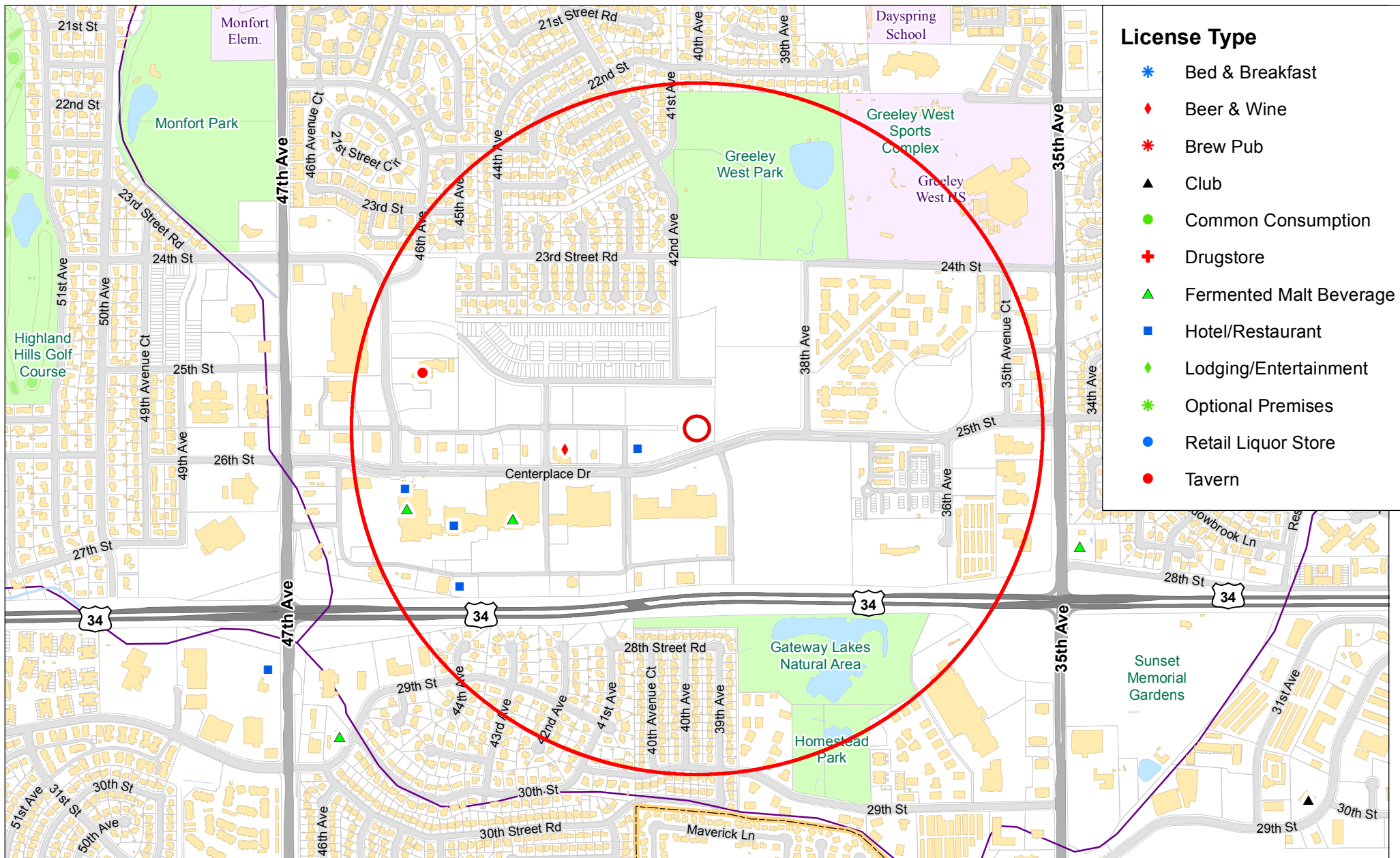
THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: TUNG LE
4111 CENTERPLACE DR UNIT B GREELEY CO 80634

THIS LICENSE IS NOT
TRANSFERABLE



G NAIL LOUNGE LLC
6709 34TH STREET RD
GREELEY CO 80634-9459

Executive Director
Department of Revenue



Site Location
with 1/2 Mile Radius Buffer

G Nail Lounge 4111 CENTERPLACE DR Unit B 11/9/2021 - Lodge/Entertainment

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited.

All planimetric data was digitized from aerial photographs dated March, 2012. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAS). The information contained within this document is not intended to be used for the preparation of construction documents.



1 inch = 1,000 feet

PETITION TO THE GREELEY LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Lodging & ent. type liquor license has been filed with the Greeley City Clerk's Office on _____ by: Tung LC doing business as Gmail Saton large ^{MS} and proposed to be located at 4111 Centerplace Dr. I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood:

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
1. <u>Renee E Peterson</u>	Renee Peterson	3770 West 24th St Greeley CO	Business Owners	11-15	✓	
2. <u>Lesley Hemm</u>	Lesley Hemm	3551 West 29th St Greeley CO 80634	Resident	11-20	X	
3. <u>Julie P</u>	Julie P	3551 29th St Greeley CO	Resident	11/20	✓	
4. <u>Josh Petaschnick</u>	Josh Petaschnick	3553 W 29th St #8	Resident	11/20	✓	
5. <u>Rene Lenz</u>	Rene Lenz	3555 W 29th St #3	Resident	11/20	✓	
6. <u>Rebecca McMains</u>	Rebecca McMains	3555 W 29th St #1	Resident	11/20	✓	
7. <u>Kimber Meyer</u>	Kimber Meyer	3555 W 29th St #8	Resident	11/20	✓	
8. <u>Janita Asensoujis</u>	Janita Asensoujis	3555 W 29th St #5	Resident	11/20	✓	
9. <u>Bradley Duman</u>	Bradley Duman	3635 W 29th St #8	Resident	11/20	✓	
10. <u>Nicholas Tomelino</u>	Nicholas Tomelino	3637 W 29th St	Resident	11/20	✓	
11. <u>Madari Barr</u>	MB	3617 West 29th St	Resident	11/20	✓	
12. <u>Alexis Schmale</u>	Alexis Schmale	3617 West 29th Street	Resident	11/20	✓	
13. <u>Eleeshamclesley</u>	Eleeshamclesley		Resident	11/20	✓	
14. <u>Joy Clark</u>		3615 29th Street #6	Resident	11/20	✓	
15. <u>Kobin Wilson</u>		4704 24th St	Man	11/20	✓	
16. <u>Stacylon Taylor</u>	Stacylon Taylor	3769 W 25th St	Resident	11/20	✓	
17. <u>Seth Miller</u>	Seth Miller	3769 W 25th St	Resident	11/20	✓	
18. <u>Elena Johnson</u>	Elena Johnson	970 451 9122	Res.	11/27	✓	

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
19. <i>Nina Gama</i>	Nina Gama	3769 W 25th St	Resident	11/23/21	✓	
20. <i>Graham Histed</i>	Graham Histed	" "	" "	11/23	✓	
21. <i>Black Lacina</i>	Black Lacina	3769 W-25th St. E401	Resident	11/23	✓	
22. <i>Quil Brown</i>	Quil Brown	3769 W 25th	resident	11/23	✗	
23. <i>Garrett Sanderlin</i>	Garrett Sanderlin	3769 W 25th	resident	11/23	X	
24. <i>Caitlyn Lincom</i>	Caitlyn Lincom	3769 W 25th St	Resident	11/23	X	
25. <i>Cade Goff</i>	Cade Goff	3769 W 25th St	resident	11/23	✓	
26. <i>Natalie Tanner</i>	Natalie Tanner	3769 W. 25th E802	resident	11/23	✓	
27. <i>Alex Holquin</i>	Alex Holquin	3769 W 25th St	resident	11/23	✓	
28. <i>Josh Butler</i>	Josh Butler	" "	Resident	11/23	✓	
29. <i>JD</i>	JD	3769	Res.	11/23	✓	
30. <i>Carolina Pineda</i>	Carolina Pineda	3769 W 25th St	resident	11/24	✓	
31. <i>Alondra Miramontes</i>	Alondra Miramontes	3769 W 25th St	Resident	11/23	✓	
32. <i>Julie Bunn</i>	Julie Bunn	3769 W 29 St	Res	11/23	✓	
33. <i>Dotti Diltner</i>	Dotti Diltner	3679 W 1st	Res.	11/23	✓	
34. <i>Andrew Larson</i>	Andrew Larson	3769 West 25th St.	Resident	11/23	✓	
35. <i>Ben Grinck</i>	Ben Grinck	3769 W 25	Res	11/23	✓	
36. <i>Kaylee Mascarenas</i>	Kaylee Mascarenas	" "	res	11/23	✓	
37. <i>Ana Vasquez</i>	Ana Vasquez	3769 W 25	Resident	11/24	✓	
38. <i>Sienna Lockwood</i>	Sienna Lockwood	3769 W 25	Res	11/24	✓	
39. <i>Asucena S.</i>	Asucena S.	Appt 602	Res	11/24	✓	
40. <i>Jeremy Holm</i>	Jeremy Holm	3769 W 25	Res	11/24	✓	
41. <i>Cheyenne Lehr</i>	Cheyenne Lehr	3769 W 25th St	Res	11/24	✓	
42. <i>Alyssa Perez</i>	Alyssa Perez	3769 W 25th St	res	11/24	✓	

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
43. <i>J-M</i>	Nathan	B502 ^{3769 W} 25 th	R	11-23	✓	
44. <i>M</i>	MASON	B802 ^{3769 W} 25 th ST	R	11-23	✓	
45. <i>Melissa Dellma</i>	Melissa Dellma	B801 ^{3769 W} 25 th ST	R	11-24	✓	
46. <i>Alan Sharp</i>	Alan Sharp	B303 ^{3769 W} 25 th ST	R	11-24	✓	
47. <i>McKenna Patrick</i>	McKenna Patrick	B302	R	11-24	✓	
48. <i>Kayleigh Haggard</i>	Kayleigh Haggard	3769 W 25 th ST	R	11-24	✓	
49. <i>Mynna Sanchez</i>	Mynna Sanchez	AT03	R	11/24	✓	
50. <i>Vicente Elizarraras</i>	Vicente Elizarraras	AT03	R	11/24	✓	
51. <i>Ngemi Cruz</i>	Ngemi Cruz	A 701	R	11-24	✓	
52. <i>Jose Viramontes</i>	Jose	A 201	R	11-24		
53. <i>Taylor Smith</i>	Taylor	A 101	R	11-23	✓	
54. <i>Pranali Harshmani</i>	Pranali	D302 ^{3769 W} 25 th	R	11-23	✓	
55. <i>Evelyn Loyola</i>	Evelyn Loyola	3769 W 25 th ST Apt D-301	R	11-23	✓	
56. <i>Rubén Martínez</i>	Rubén Martínez	3769 W 25 th ST Apt D703	R	11/24	✓	
57. <i>Victor Alvarez</i>	Victor Alvarez	3769 W 25 th ST	R	11/24	✓	
58. <i>Gisell Camacho</i>	Gisell Camacho	3769 W 25 th ST	R	11/24	✓	
59. <i>Franchesca Delgado</i>	Franchesca Delgado	3769 W 25 th ST Apt D701	R	11/24	✓	
60. <i>Reiley Edlund</i>	Reiley Edlund	Heiman Elementary	R	11/29	✓	
61. <i>Haley Albright</i>	Haley Albright	710 Country Avenue Dr	M	11/29	✓	
62. <i>Stephanie Lopez</i>	Stephanie Lopez	4535 Centerplace place Freely CO	M	11/29		
63. <i>Aimee R.</i>	Aimee R.	1301 ^{3769 W} 25 th ST	M	11/29	✓	
64. <i>Toby</i>	Toby	13801 ^{3769 W} 28 th ST	M	11/29	✓	
65. <i>Kyrie Larreau</i>	Kyrie Larreau	4318 Centerplace	M	11/29	✓	
66. <i>Adriana Cron</i>	Adriana Cron			12/1	✓	
67. <i>Chris Cron</i>	Chris Cron	4305 Centerplace	M	12/1	✓	

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
68. <i>Annika Nelson</i>	Annika Nelson	FUZZY'S	Shift lead	12/1	X	
69. <i>Tab Yellowhair</i>	Tab Yellowhair	Goodtimes	Assistant manager	12/1	X	
70. <i>Dale Kelly</i>	Dale Kelly	Five Guys	Shift Lead	12/1	X	
71. <i>Jessica Castro</i>	Jessica Castro	Winchells	Shift lead	12/1	X	
72. <i>Lysette Terrazas</i>	Lysette Terrazas	Hugos	lead recep	12/1	X	
73. <i>Ed Gage</i>	Ed Gage	Coile N'jau	owner	12/1	X	
74. <i>Angel Garcia</i>	Angel Garcia	Cricket	Shift lead	12/1	X	
75. <i>Samanth Math</i>	Samanth Math	Cheba Hot	AGM	12/1	X	
76. <i>Tom Espare</i>	Tom Espare	DQ	Mgr	12/1	X	
77. <i>Zoe Thompson</i>	Zoe Thompson	Arbys	shift Mgr	12/1	X	
78. <i>Bree Miles</i>	Bree Miles	GOAT Sports Bar	Bar Manager	12/1	X	
79. <i>Elise Whitemore</i>	Elise Whitemore	RUE 21	ASM	12/1	X	
80. <i>Caitlyn Martinez</i>	Caitlyn Martinez	Carter's	PTSM	12/1	X	
81. <i>Elysia Goodson</i>	Elysia Goodson	Carter's	PTSM	12/1	X	
82. <i>Mario Domiguez</i>	Mario Domiguez	T-Mobile	Shift Lead	12/2	X	
83. <i>Marcus Gonzalez</i>	Marcus Gonzalez	T-Mobile	Assistant ^{ASB}	12/1	X	
84. <i>Andrea Castro</i>	Andrea Castro	Messag Envy	Manager	12/1	X	
85. <i>Averi Clifford</i>	Averi Clifford	Messag Envy	Esti	12/1	X	
86. <i>Dylan Nelson</i>	Dylan Nelson	Best Buy	supervisor	12/1	X	
87. <i>Jennifer Garcia</i>	Jennifer Garcia	Kohls	Manager	12/1	✓	
88. <i>VY Dang</i>	VY Dang	W Nails	Manager	12/1	✓	
89. <i>Cierra Segura</i>	Cierra Segura	Sally Beauty	Associate	12/1	✓	
90. <i>Alayna Garcia</i>	Alayna Garcia	Sally Beauty	Associate	12/1	✓	
91. <i>Tatyana Rosales</i>	Tatyana Rosales	platos Closet	manger	12/1	✓	
92. <i>Tanner Brown</i>	Tanner Brown	Red Robin	Shift Lead	12/1	X	

Signature	Printed Name	Address	Business Manager Residence	Date	Y	N
	Marissa	Buckle leader	✓			
	Bianna Lemer	Cost Cutters manager	ups ✓	12/1/21		
	diff son	Batteries Plus	Assistant manager	12/2/21		
	Americas mattress	Sales person		12/2/2021		
	Mara	Tokyo Joes	GM	yes ✓	12/2/21	
	Stephanie	Stephanie P Atlas	Manager	12/2/21	yes!	
	Paizia	Dark 4330 Cent. P.A.m	manager	12/2	ups	
	leslie Salazar	Popeyes	manager	12/2	yes!!!	

Summary

Dates of Petitioning Nov 15th 2021 - Dec 3rd 2021

Total Contacts:

Not at Home

Not Qualified to Sign

Refusals to Sign

Needs & Desires Met ~~97~~ 100

Religious Objections ~~0~~

Would not Sign ~~0~~

Remained Neutral ~~0~~

Usage Objections ~~0~~

Other ~~0~~

Number of Signatures in Favor

~~97~~ 100

~~23-101~~ 109
23
9
~~0~~

Acceptance of Boundaries

The neighborhood boundaries for 4111 Centerplace Drive, Unit B are as shown within the shaded area of the attached boundary map and represent a one-half mile of the proposed new Lodging and Entertainment Liquor License application submitted by G Nail Lounge LLC DBA G Nail Lounge.

The scheduled Public Hearing date is Wednesday, December 8, 2021, at 3:30 p.m.

The applicant is required to participate in that meeting to answer questions from the Liquor Authority with regard to the proposed liquor establishment.

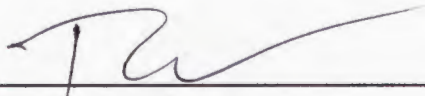
Thierry Song
Applicant/Representative Signature

Manager
Title

11-10-21
Date

**AFFIDAVIT
CIRCULATOR**

I, Tung Le, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented him/herself to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.



Circulator

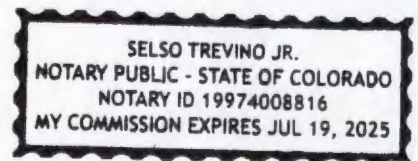
STATE OF COLORADO)
) SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 29th day of November, 2021.



Notary Public

July 19, 2025
My commission expires



10 days

**AFFIDAVIT OF POSTING
PUBLIC HEARING NOTICE**

I, Tung Le, do hereby certify that pursuant to the liquor laws of the State of Colorado and the City of Greeley, the premises known as Gr Nail Lounge and located at 411 Center Street was conspicuously posted so as to be plainly visible to the general public on 11-10-, 2021. The sign was posted at least ten (10) days prior to consideration of the application by the Greeley Liquor Licensing Authority. The physical location of the sign is as follows (for example, lower left corner of east window or ion the center of the north door, etc.):

Front window of the nail shop

Signature

Date

11/29/21

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 29TH day of November, 2021.

Witness my hand and official seal,

Notary Public

July 19, 2025
My commission expires

SELSO TREVINO JR.
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19974008816
MY COMMISSION EXPIRES JUL 19, 2025

Greeley, Colorado New Liquor License Application December 8, 2021 Item No. 3	Applicant: Georgia Boys BBQ LLC DBA Georgia Boys BBQ Location: 2473 West 28th Street 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 29, 2021, from the business, operating as a limited liability company. The application was filed complete, with the exception of wholesaler affidavits, 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 2473 West 28th Street. This location has previously operated as a restaurant with a hotel and restaurant license, most recently as Rudy's Country Store & BBQ. Eric Weber, Matthew Alexander, and Nikolas Reckinger are the managing members and 33.33% (each) owners of the LLC and the operating/managing partner of the business is Eric Weber.	
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 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. 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 was under construction for tenant finish and therefore 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 and the City Clerk's Office reported no other comments or concerns with the application. Three wholesaler affidavits have been submitted at this time, and the applicant has indicated any additional affidavits will be submitted prior to the hearing.

- A complete criminal history check has been conducted on Eric Weber, Matthew Alexander, and Nikolas Reckinger, including by the Greeley Police Department and the submission of fingerprint cards 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. The resulting FBI and CBI criminal history checks matched the information provided in the individual history reports.

A review of the liquor licensed establishments within a ½ mile radius of the proposed location shows there are currently 8 other hotel/restaurant licenses, 1 tavern license, 1 lodging and entertainment license, and 2 retail liquor stores.

The applicant is responsible for proving the needs and desires of the neighborhood, and has submitted a petition circulated by Oedipus Petitioning. A total of 342 attempted contacts were made, resulting in 144 signatures in favor of issuing the license and 1 against. The petition materials will be provided with the other application materials as part of the hearing agenda.

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
Submitted evidence of Needs and Desires

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 Georgia Boys BBQ- Greeley, LLC.			FEIN Number 86-3762590
2a. Trade Name of Establishment (DBA) Georgia Boys BBQ		State Sales Tax Number 94991522	Business Telephone (720) 999-4099
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 2473 West 28th Street			
City Greeley	County Weld	State CO	ZIP Code 80634
4. Mailing Address (Number and Street) 250 3rd Avenue		City or Town Longmont	State CO ZIP Code 80501
5. Email Address eric@georgiaboy.com; matt@georgiaboy.com; nick@georgiaboy.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) N/A	Present State License Number N/A	Present Class of License N/A	Present Expiration Date N/A
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License\$1,550.00 ☒ Application Fee for New License w/Concurrent Review\$1,650.00 ☐ Application Fee for Transfer\$1,550.00		☐ Liquor-Licensed Drugstore (County)\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R\$75.00 ☐ Manager Registration - Tavern\$75.00 ☐ Manager Registration - Lodging & Entertainment.....\$75.00 ☐ Manager Registration - Campus Liquor Complex\$75.00 ☐ Optional Premises License (City).....\$500.00 ☐ Optional Premises License (County)\$500.00 ☐ Racetrack License (City).....\$500.00 ☐ Racetrack License (County)\$500.00 ☐ Resort Complex License (City).....\$500.00 ☐ Resort Complex License (County)\$500.00 ☐ Related Facility - Campus Liquor Complex (City)\$160.00 ☐ Related Facility - Campus Liquor Complex (County)\$160.00 ☐ Related Facility - Campus Liquor Complex (State).....\$160.00 ☐ Retail Gaming Tavern License (City)\$500.00 ☐ Retail Gaming Tavern License (County).....\$500.00 ☐ Retail Liquor Store License-Additional (City).....\$227.50 ☐ Retail Liquor Store License-Additional (County)\$312.50 ☐ Retail Liquor Store (City).....\$227.50 ☐ Retail Liquor Store (County)\$312.50 ☐ Tavern License (City)\$500.00 ☐ Tavern License (County)\$500.00 ☐ Vintners Restaurant License (City)\$750.00 ☐ Vintners Restaurant License (County).....\$750.00	
Section B Liquor License Fees* ☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area.....\$75.00 ☐ Arts License (City)\$308.75 ☐ Arts License (County)\$308.75 ☐ Beer and Wine License (City).....\$351.25 ☐ Beer and Wine License (County).....\$436.25 ☐ Brew Pub License (City)\$750.00 ☐ Brew Pub License (County).....\$750.00 ☐ Campus Liquor Complex (City).....\$500.00 ☐ Campus Liquor Complex (County)\$500.00 ☐ Campus Liquor Complex (State).....\$500.00 ☐ Club License (City)\$308.75 ☐ Club License (County)\$308.75 ☐ Distillery Pub License (City).....\$750.00 ☐ Distillery Pub License (County)\$750.00 ☒ Hotel and Restaurant License (City)\$500.00 ☐ Hotel and Restaurant License (County)\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City).....\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00 ☐ Liquor-Licensed Drugstore (City)\$227.50			
* 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 \$

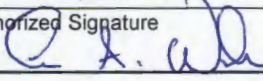
Application Documents Checklist and Worksheet

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 Georgia Boys BBQ-Greeley, LLC.		Type of License Hotel & Restaurant		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. N/A				☐	☐
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. N/A				☐	☐
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? N/A				☐	☐
13 b. Are you a Colorado resident? N/A				☐	☐
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 GSB Greeley, LLC		Tenant Georgia Boys BBQ- Greeley, LLC.		Expires 5/28/2026	
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 GSB Greeley, LLC.		First Name		Date of Birth	FEIN or SSN 87-1117758
Last Name		First Name		Date of Birth	FEIN or SSN
					Interest/Percentage 5% Gross Sale After 3 Million
					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?				N/A ☐	
				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?				N/A ☐	
If "yes" a copy of license must be attached.					

Name Georgia Boys BBQ-Greeley, LLC		Type of License Hotel & Restaurant	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?					N/A		
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:					N/A	☐	☐
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?					N/A	☐	☐
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.							
Last Name of Manager Weber		First Name of Manager Eric					
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?					N/A		
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	Home Address, City & State	DOB	Position	%Owned			
Nikolas Bryant Reckinger	1834 Lashley Street, Longmont, CO	[REDACTED]	Owner	33.33			
Name	Home Address, City & State	DOB	Position	%Owned			
Matthew Walter Alexander	2289 French Circle, Longmont, CO	[REDACTED]	Owner	33.33			
Name	Home Address, City & State	DOB	Position	%Owned			
Eric August Weber	2051 Zlaten Dr., A-214, Longmont, CO	[REDACTED]	Owner	33.33			
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 Georgia Boys BBQ-Greeley, LLC		Type of License Hotel & Restaurant	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 Eric WEBER operating Partner		Date 11/01/2021
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

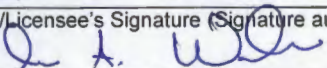
Tax Check Authorization, Waiver, and Request to Release Information

I, _____ am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Georgia Boys BBQ- Greeley (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) Georgia Boys BBQ- Greeley, LLC		Social Security Number/Tax Identification Number 86-3762590	
Address 2473 West 28th Street			
City Greeley		State CO	Zip 80634
Home Phone Number 970-815-6074		Business/Work Phone Number 720-999-4099	
Printed name of person signing on behalf of the Applicant/Licensee ERIC A. WEBER			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 11/01/2021
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.):

Georgia Boys is a BBQ restaurant. Our primary target market is families. Our secondary target market is college students, labor workers, and groups. The restaurant has a large footprint, and our cuisine is perfect for large family gatherings, private events, and social gatherings. Our operations will focus primarily on in-house sales and events with a secondary focus on delivery and off-site caterings.

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

Georgia Boys Greeley will be open Tue-Thur from 11:00 AM until 9:00 PM. Fri-Sat from 11:00 AM until 10:00 PM. And Sundays from 11:00 AM until 9:00 PM. Closed on Mondays.

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.)

Please see attached word document with list of employment positions for Georgia Boys Greeley.

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

Our patrons to staff ration are about 4 to 1 during off peak hours and 5 to 1 during peak hours. Service is a big part of our business model.

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

For close to 25 years I've been teaching, managing, and writing policy for restaurants including regards to alcohol policy. I've worked with the Florida Department of Revenue. I have taken T.I.P.S. training and we require all our staff that come in contact with alcohol to be T.I.P.S. certified. We also conduct monthly ongoing training to keep up with safety and sanitation practices.

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):

I am the operating manager, so the answer is the same as above. I've taken countless TIPS certification classes, have been writing alcohol policy and procedures for restaurants and country clubs for over 25 years.

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

All employees that work in positions that handle or sell alcohol will have to be TIPS certified before they work a station. We also conduct monthly continuing education classes that address safety or safe serving issues.

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:

Aside from the TIPS training and ongoing monthly continuing education training, our management team uses coaching and on the job opportunities to continually make corrective actions or coach in the moment. Our bar manager and bartenders also assist in the management and policing of our alcohol policies.

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.)?

Please see attached word document with list of employment positions for Georgia Boys Greeley.

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:

Signs will be posted about noise ordinances, no smoking, and other nuisance behaviors policies. Georgia Boys BBQ-Greeley also covers these policies in great depth in our orientation, our handbook, and we coach during the moment. We also have procedures for reporting such activities with no retaliation. We encourage open and honest communication with diplomatic and fair conflict resolutions.

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

We are offering NO entertainment at this time nor are there plans to. We might end up doing live music (indoors) every once and a while on the weekends.

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:

We don't have any events, or special promotions planned at this time, however we have resources to borrow from my partners two other stores. We have more than 100 employees between their two other locations in Frederick and Longmont.

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

There will be NO armed security. We have cameras located throughout the restaurant at entry points and registers as well as the dining rooms and bar. We have a security system that is being installed for the fire department. We are also looking into a system by ADP. We have NO security person.

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

If we decide to use a security monitoring service, they will be licensed and insured.

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

The buildings' occupancy limit is 327 people. Please see the attached doc. for the emergency building exit plan.

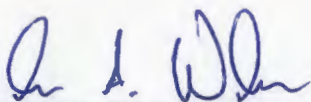
16. What types of alternate beverages and food/snacks will be provided at this proposed establishment?

We will offer a huge selection of smoked meats, BBQ foods, southern sides, salads, soups, and appetizers. We also have a large selection of non-alcoholic drinks like juices, sodas, and maybe milkshakes.

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

The two existing Georgia Boys BBQ locations do between 10-15% in alcohol sales. We foresee the Greeley location keeping on track with our other locations. We are working on improving our cocktail menu so I think it would be safe to say that we will fall somewhere between 10-20% liquor, beer, and wine sales.

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

11/01/2021

Date

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, door staff, etc.)

We project the following staff and positions:

Managers (All full time)

Operating Partner-responsible for everything

Chef-responsible for inventory, food cost, recipes, and back-of-house operations and equipment.

Bar Manager- responsible for beer, liquor, wine inventory, liquor cost, recipes, hiring and training bartenders, writing bar programs and teaching safe service policies.

Pit Master- responsible for all cooked meats and the smokers

Servers-Responsible for serving tables, busing tables, cashing out guests, and cleaning up their sections. All servers are responsible for delivery an outstanding hospitality experience.

Part-time = 5

Full-time = 9

Server Assist- Responsible for running food to the tables, busing tables, keeping the restaurant clean, and helping out the servers.

Part-time= 5

Full-time= 1

Bartenders- Responsible for serving liquor, beer, and wine. Responsible for cleaning the bar and practicing safe and responsible alcohol serving practices.

Part-time= 1

Full-time= 2

Line Cooks- Cook all foods to order in compliance to local and federal food, safety and sanitation standards. Cleans up their stations. Cooks all foods in accordance with company standards.

Part-time= 4

Full-time= 4

Prep Cooks- Prepares food for the restaurant and cleans the kitchen.

Part-time= 2

Full-time= 2

Smokers- Puts rubs on meats, loads and unloads the smokers, and cleans the smokers in accordance with company schedule and local health department standards.

Full-time= 1

Dishwashers-Responsible for washing dishes, taking care of the dish machine, and general cleanliness of the kitchen. They are also responsible for putting away deliveries and rotating all food and product so that we are practicing FIFO (First In, First Out).

Part-time= 1

Full-time= 2

Host- Responsible for greeting and seating guests, answering phones, and in general is the conductor of the restaurant. The host controls the follow of business.

Part-time= 3

Full-time= 1

Togo/Phones- Responsible for answering phones, answering questions about the menu and food, and placing orders. Togo/Phones will also have to double check all food leaving either togo or delivery. They are our last line of defense.

Part-time= 7

Full-time= 2

TOTAL:

Part-time= 28

Full-time= 28

9. Our servers, bartenders, and front of the house staff are all going to be TIPS certified. They will ask for the appropriate forms of identification to determine if our guests are legal age to drink. Anyone in question will be deferred to management. Bartenders and servers are encouraged to help each other. Managers are also trained to seek out high risk opportunities and to closely and safely monitor guests and bar patrons. Books are located behind the bar and in the server station that help identify different state identification cards and drivers' licenses. Host and hostess at the door are going to be trained to recognize intoxicated guests coming in and leaving and how to handle them and when to get a manager involved. We offer no form of marking our guests of age with wristbands or stamps. We will have a ZERO tolerance policy for employees that serve underage guests where we will terminate any employee that doesn't follow local, state, and federal policies.

City of Greeley
Finance Department

1000 10th Street
Greeley, CO 80631

Friday Nov 05 2021 04:28:27 PM

OCCUPATION FEE	1,500.00
NEW	

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 5190	2,075.00
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Have a nice day!

Received From: GEORGIA BOYS BBQ
Receipt #: av-11082021-6

Location Code: 900

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 Georgia Boys BBQ - Greeley, LLC		Home Phone Number	Cellular Number 770-876-9260	
2. Your Full Name (last, first, middle) Reckinger, Nickolas, Bryant		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address nick@georgiaboy.com		
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 1834 Lashley St		Longmont, CO 80504		12/15 current
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
Georgia Boys BBQ, Inc.		250 3rd Ave., Lontmont, CO 80501		Vice President 5/11 current
The Smoke House, Inc.		141 5th St., Frederick, CO 80530		Vice President 10/13 current
Georgia Boys IP, LLC		250 3rd Ave., Lontmont, CO 80501		Co-Owner 8/20 current
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
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				
I hold liquor licenses at both Georgia Boys BBQ, Inc. and The Smokehouse, Inc.				
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	
Please see attached					
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]		Minneapolis, MN	
d. U.S. Citizen				☒ Yes ☐ No	
e. If Naturalized, state where		f. When		g. Name of District Court	
[REDACTED]		[REDACTED]		[REDACTED]	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number	
[REDACTED]		[REDACTED]		[REDACTED]	
k. Permanent Residence Card Number		[REDACTED]			
l. Height		m. Weight		n. Hair Color	
6'4"		215		brown	
o. Eye Color		p. Gender		q. Do you have a current Driver's License/ID? If so, give number and state.	
green		M		☒ Yes ☐ No # [REDACTED] State CO	
14. Financial Information.					
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 600,000					
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. \$ 275,000					
* 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) Please see attached					
Type: Cash, Services or Equipment		Account Type		Bank Name	
cash		checking		Elevations Credit Union	
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	
Cash				Checking	
				Elevations Credit Union	
Cash				Checking	
				Bank of CO/Adams Bank	
Cash				Checking	
				SunTrus	
e. Loan Information (Attach copies of all notes or loans)					
Name of Lender		Address		Term	
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	
[Signature]		Nicholas Reckinger		Vice-President	
				Date	
				11/1/21	

Addendum to Individual History Record

Answer to Question 10

On 4/18/2000, I made the poor decision of driving while intoxicated. This happened while I was attending college at The State University of West Georgia. I was apprehended for this offense and charged with a DUI and failure to maintain lane. I was convicted of these on 12/6/2000. I was court ordered to a year of probation, a fine of \$875, forfeiture of driving license for one year, 40 hours of community service, and a fine of \$875. All of these court ordered sentences were successfully completed.

Date of Charge: 4/18/2000

Location of Charge: Bremen, Georgia

Name of charge: DUI, Failure to maintain lane

Level of charge: Misdemeanor

Disposition of charge: Court date of 12/6/2000. \$875 fine, 21 hours time served, 12 months probation, 1 year suspension of drivers license. All of these conditions were successfully completed as of 12/6/2001

On 7/26/2011, I received a ticket for "Dog at Large" while hiking in the mountains outside of Boulder Colorado. I failed to pay this ticket which resulted in a bench warrant. On 5/2/2012, I was pulled over for speeding and a check of my drivers license showed my existing bench warrant for which I was arrested. I was able to pay my outstanding fine for the dog at large ticket and was released the same day with no other consequences.

Date of charge: 7/26/2011

Location of charge: Boulder, Colorado

Name of charge: Dog at Large Bench Warrant

Level of charge: Misdemeanor

Disposition of charge: Fine

10.01.2021

Georgia Boys BBQ – Greeley LLC

14c. Provide details of personal investment described in 14b. You must account for all of the sources of this investment.

- The \$275,000 personal investment is coming as distributions from our two existing businesses, Georgia Boys BBQ Inc. and The Smokehouse Inc. The money from Georgia Boys BBQ is coming out of our operating accounts held at Bank of Colorado and the money from The Smokehouse Inc. is coming out of our operating account held at Adams Bank & Trust. My personal checking account is held with Elevations Credit Union.

Nickolas B. Reckinger

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 Georgia Boys BBQ - Greeley, LLC		Home Phone Number	Cellular Number 970-815-6074	
2. Your Full Name (last, first, middle) Weber, Eric, August		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address eric@georgiaboy.com		
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 2051 Zlaten Dr., Apt A214		Longmont, CO 80504		4/21 current
Previous 141 Saint James Way		Naples, FL 34104		4/10 4/21
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
		Please see attached		
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
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

Please see attached

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	d. U.S. Citizen
		Ann Arbor, MI	☒ 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	m. Weight	n. Hair Color	o. Eye Color
5'10"	220	black	hazel
		p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.
		M	☒ Yes ☐ No # <u> </u> State <u>FL</u>

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 600,000

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. \$ 50,000

* 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) Please see attached

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
cash	checking	SunTrust	\$50,000

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)

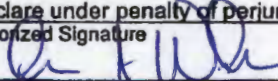
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash		Checking	Elevations Credit Union	\$275,000
Cash		Checking	Bank of CO/Adams Trust	\$275,000
Cash		Checking	SunTrust	\$50,000

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

Name of Lender	Address	Term	Security	Amount

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 ERIC WEBER	Title Operating Partner	Date 11/1/2021
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Individual History Record

6. List all employment within the last five years...

<u>Name of Employer</u>	<u>Address</u>	<u>Position Held</u>	<u>From</u>	<u>To</u>
Jimmy P's Butcher Shop	1833 Tamiami Trail N. Naples FL, 34102	Multi Unit General Manger	2015	8/2017
Osteria Tulia (Campagna Hospitality)	466 5 th Ave S. Naples, FL 34102	Multi Unit	12/2017	8/2018
The Braford Steakhouse & The Rooster in The Garden	100 S 2 nd St Ft. Pierce, FL 34950	Director Of Operations	12/2019	3/2020
The Georgia Boys BBQ	141 5 th Ave Frederick, CO 80530	Manager	5/2021	Present

14 c.

\$50k is cash from my checking account. It is from the sale of my bank stocks left to me by my Grandmother.

Criminal History

1996-1999 I'm not sure exactly when, and I'm not sure that it's on my record but I was arrested 2 times for MIP (Minor In Possession of Alcohol). Both incidents resulted in the suspension of my drivers license.

The first charge, I believe was when I was arrested for drinking underage at a party at Michigan State University. The second charge was for drinking at a bar underage at the University of Michigan.

9/2002 I was arrested and charged with DUI (blood alcohol over .20, driving on a licenses suspended or revoked, and possession of under 20 grams of marijuana. I served 4 days in jail, 100 hours of community service, and fines and fees. I also lost my drivers license for a year and was kicked out of Florida State University for a semester.

I was in college and my father was terminally ill. I made a very poor choice to drive after I had been at the night clubs drinking with some friends. The passenger in my car was on a full ride golf scholarship so I also took the credit for the marijuana that was found in the car (that charge was dropped) to keep him from losing his scholarship.

4/2004 I was arrested and charged with DUI II, DWLSR (driving while license is suspended or revoked) habitual traffic offender. I was sentenced to time served, plus 35 days of sheriff work camp, community service, ignition interlock and fines and fees.

My father had just passed away and I was not doing well emotionally. I mixed my IBS medication with alcohol on accident, and I was driving home from work. I started to get extremely ill. I passed out in the vehicle and was later awoken by a police officer and arrested.

3/2010 I was arrested and charged with DUI III, refusal to submit to DUI test, DWLSR habitual traffic offender. I was sentenced to 2 years of house arrest, felony DUI, 2 years of ignition interlock, DUI III School, 90-day vehicle impound, fines, fees, and 10 years of driver's license suspension.

I was driving home from playing golf and having dinner with friends. I had too many drinks and then made the poor decision to drive. I was pulled over as I pulled into my driveway. My car was impounded, and I was taken to jail. That was the last time I had any alcohol.

8/2010 I was arrested and charged with DWLSR habitual traffic offender.

My driver's license was suspended, and I chose to drive anyway. I had a medical issue and I drove myself to the doctors. On my way home I was pulled over and arrested. I was sentenced to 10 years driver's license suspension.

As a result of the DUI III and the last DWLSR, I was sentenced to 2 years of house arrest. On 2/14/2011 I was arrested for failure to comply with the conditions of my sentence when I got a flat tire on my bicycle on my way home from an AA meeting. As a result, my sentence was converted into 1 year in jail, of which I served 9 months because I helped complete and lead a recovery group in jail.

My past is plagued with alcohol abuse and making poor decisions while intoxicated. I am now 42 years old and the last time I had a sip of alcohol was the night I was arrested over 11 years ago. My recovery is now how I identify myself. I have been helping others achieve sobriety through mentorships, and sponsorships in recovery programs such as AA and Racing For Recovery. Sobriety has not made me a perfect person, but it has helped me make better decisions.

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 Georgia Boys BBQ - Greeley, LLC		Home Phone Number	Cellular Number 662-706-1311	
2. Your Full Name (last, first, middle) Alexander, Matthew, Walter		3. List any other names you have used Matt		
4. Mailing address (if different from residence)		Email Address matt@georgiaboy.com		
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 2289 French Circle		Longmont, CO 80504		7/17 current
Previous 325 Vivian Street		Longmont, CO 80501		2014 2017
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
Georgia Boys BBQ, Inc.		250 3rd Ave., Lontmont, CO 80501		Owner 2011 current
The Smoke House, Inc.		141 5th St., Frederick, CO 80530		Owner 2014 current
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
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				
We currently have a liquor license at both of our existing locations. Georgia Boys BBQ, Inc. and The Smokehouse, Inc. Myself and my business partner, Nick Reckinger are on both linceses.				
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

Please see attached

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 [REDACTED]	b. Social Security Number [REDACTED]	c. Place of Birth Jackson, MS	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 5'8"	m. Weight 170	n. Hair Color brown	o. Eye Color blue
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 600,000

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. \$ 275,000

* 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) Please see attached

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
cash	checking	Elevations Credit Union	\$275,000

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)

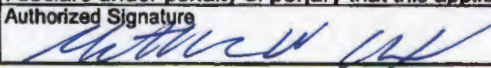
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash		Checking	Elevations Credit Union	\$275,000
Cash		Checking	Bank of CO/Adams Bank	\$275,000
Cash		Checking	SunTrust	\$50,000

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

Name of Lender	Address	Term	Security	Amount

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 Matthew W. Alexander	Title Managing Member	Date 11/1/21
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10.01.2021

Georgia Boys BBQ – Greeley LLC

Question 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?

- Yes, when I was 21 years old (2001) I was camping in North Georgia on a kayaking trip. We had a small amount of marijuana with us and got arrested by the DNR Rangers at our campsite. We were all charged with a misdemeanor crime for possession of marijuana. I completed my probation with no issues and have not had any other legal problems since that incident for the last 20-years.

Matthew W. Alexander

10.01.2021

Georgia Boys BBQ – Greeley, LLC

14c. Provide details of personal investment described in 14b. You must account for all of the sources of this investment.

- The \$275,000 personal investment is coming as distributions from our two existing businesses, Georgia Boys BBQ Inc. and The Smokehouse Inc. The money from Georgia Boys BBQ is coming out of our operating accounts held at Bank of Colorado and the money from The Smokehouse Inc. is coming out of our operating account held at Adams Bank & Trust. My personal checking account is held with Elevations Credit Union.

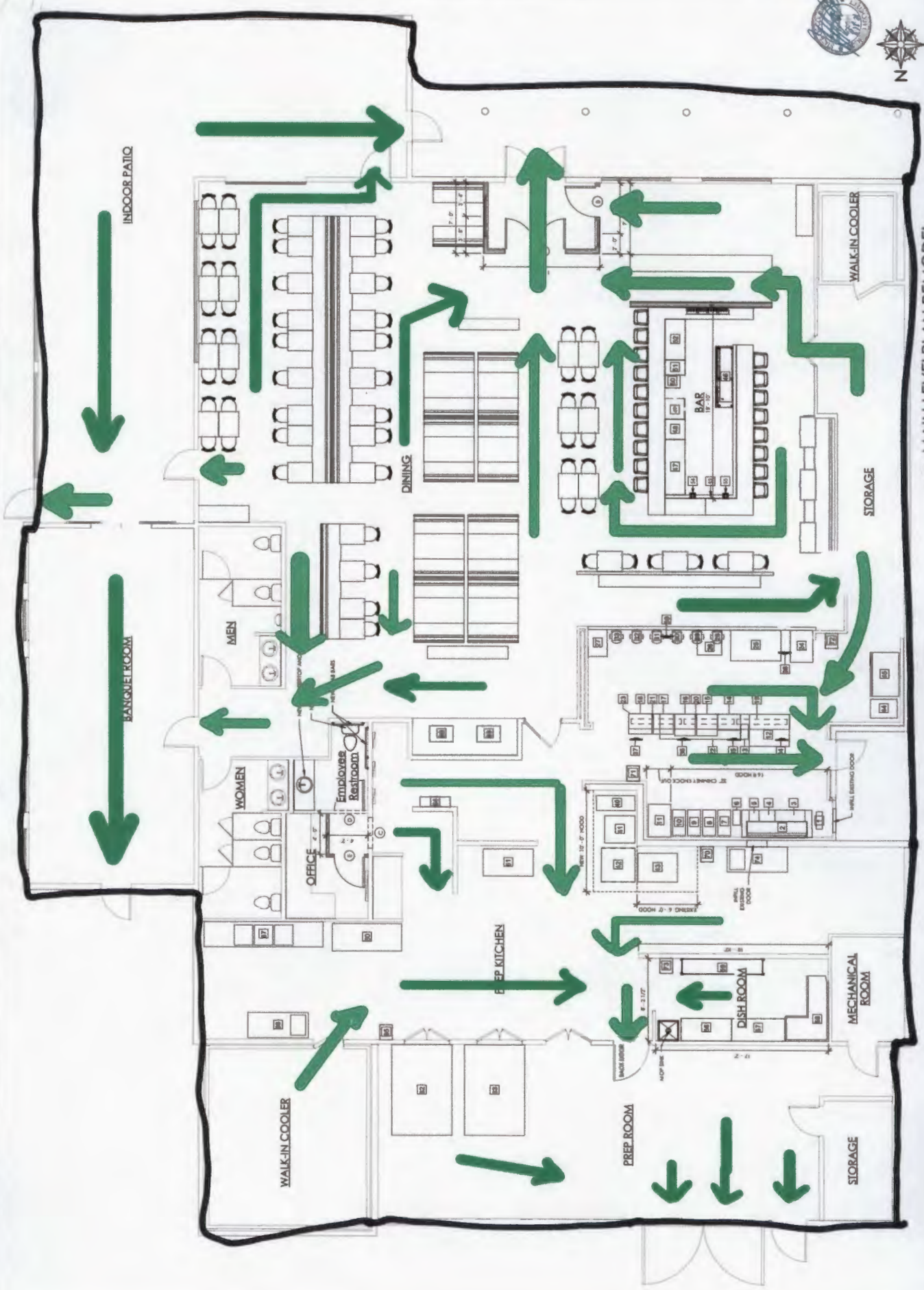
Matthew W. Alexander



PROJECT #	21
DRAWING TITLE	MAIN FLOOR PLAN REMODEL
DATE	8-12-21
DRAWN BY	1
CHECKED BY	2
ISSUE RECORD	DATE
REVISION	DATE

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LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is made this 28th day of May, 2021 (the "Effective Date"), by and between GSB Greeley, LLC, a Colorado limited liability company ("Landlord"), and Georgia Boy's BBQ – Greeley, LLC a Colorado limited liability company ("Tenant").

1. Leased Premises. Landlord, for and in consideration of the Rent (as hereinafter defined) and other conditions and covenants to be observed, satisfied, fulfilled and performed by Tenant, demises and leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions set forth herein, the premises depicted on the site plan attached hereto as Exhibit A-1, which is located in the Greeley (the "City"), Weld County, Colorado, having a legal description as set forth in Exhibit A (the "Leased Premises" or "Premises"). The Leased Premises include the building depicted on Exhibit A-1 attached hereto (the "Building") and certain other improvements. All rules, regulations, terms and conditions set forth in this Lease shall apply to the Leased Premises, and Leased Premises shall be subject to any Applicable Laws (as hereinafter defined). Notwithstanding the foregoing or anything in this Lease to the contrary, Landlord and Tenant acknowledge that agree that: (a) Landlord (or its affiliate) is currently under contract to acquire the Leased Premises, and (b) this Lease shall be effective to bind the parties as of the Effective Date, however, no right, title or interest in or to the Leased Premises shall arise prior to the date on which Landlord acquires fee title to the Leased Premises. If Landlord does not acquire fee title to the Leased Premises on or before August 31, 2021, this Lease shall automatically terminate.

2. Term. The term of this Lease shall be for a period of Sixty (60) full calendar months, commencing on the Rent Commencement Date (as hereinafter defined) and expiring on the last day of the sixty (60th) full calendar month thereafter, unless earlier terminated or extended as set forth herein (the "Term"), provided that if the Rent Commencement Date falls on a date other than the first day of a month, the Term shall be extended by that partial month from the Rent Commencement Date to the last day of the month in which the Term would otherwise expire. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute a Commencement Date Certificate setting forth the Rent Commencement Date and the expiration date of the Term, substantially in the same form as Exhibit B attached hereto. Notwithstanding the preceding, any lack of execution of the Commencement Date Certificate shall not affect the parties' rights or obligations under this Lease except for Landlord's right to claim an Event of Default on Tenant's part if Tenant refuses to sign the same. The parties hereto acknowledge that all provisions of this Lease other than those relating to the payment of Rent, apply prior to the Term, and the parties agree to be bound by those provisions immediately upon execution of this Lease. [Tenant shall have the option to extend the Term pursuant to Addendum 1 attached hereto.]

3. Rent.

(a) Minimum Rent. Commencing on the date that Landlord delivers possession of the Leased Premises to Tenant with Landlord's Work (as defined herein) Substantially Completed (as defined herein) (the "Rent Commencement Date"), Tenant agrees to pay Rent (as defined below) to Landlord, including "Minimum Rent", as follows. The monthly Minimum Rent for the first Lease Year shall be \$11,164.75. Commencing on the first day of the first month of the second

Lease Year, and on each anniversary of such date thereafter during the Term, Minimum Rent shall be increased to the greater of (i) 103% of the Minimum Rent for the immediately preceding Lease Year, and (ii) the Minimum Rent for the immediately preceding Lease Year multiplied by 90% of the then most recent annual increase reflected in the Consumer Price Index for all Urban consumers, All Items, 1982-1984=100 (CPI-U) for the month that is 2 months prior to the commencement date.

(b) Payment of Rent. Minimum Rent shall be payable in advance, on or before the first day of each and every calendar month during the Term. Upon Tenant's execution of this Lease, Tenant shall deliver to Landlord an amount equal to the total of the first full calendar month's installment of Minimum Rent and the first full calendar month's estimate of Tenant's Share (as hereinafter defined) of Operating Expenses (as hereinafter defined), which amounts shall be applied to the first full calendar month of Minimum Rent and Tenant's Share of Operating Expenses due under this Lease. All Rent shall be payable, without setoff or deduction, without notice or demand, in lawful money of the United States of America, at Landlord's address or at such other address as Landlord may from time to time designate in writing. Tenant agrees to pay Landlord a fee of \$50.00 for each returned check, in addition to any late charge or other penalties provided for elsewhere in this Lease. "Additional Rent" shall mean all amounts and charges payable by Tenant under this Lease in addition to Minimum Rent, including without limitation, Tenant's Share of Operating Expenses [and Percentage Rent]. "Rent" shall collectively mean Minimum Rent and Additional Rent. Minimum Rent for any period which is less than one month shall be a prorated portion of the monthly installment herein based upon the actual days in the month.

(c) Lease Year. For purposes of this Lease, a "Lease Year" shall be each full twelve (12) calendar month period following the Rent Commencement Date. If the Rent Commencement Date does not occur on the first day of a month, then the first Lease Year shall commence on the first day of the month following the partial month in which the Rent Commencement Date occurs.

(d) Security Deposit. Landlord acknowledges receipt of the sum of \$ 0 (the "Security Deposit") paid by Tenant upon the execution hereof to be retained by Landlord as a security deposit for the performance of all of the terms and conditions of this Lease to be performed by Tenant, including payment of all Rent due under the terms hereof. Deductions may be made by Landlord from the amount so retained for the reasonable cost of repair of damage to the Leased Premises (ordinary wear and tear excepted), for any delinquent Rent under the terms hereof and/or any sum used in any manner to cure any default in the performance of Tenant under the terms of this Lease. In the event deductions are so made during the Term, within ten (10) business days' written notice by Landlord, Tenant shall redeposit such amounts so expended so as to maintain the Security Deposit in the amount as herein provided for. Nothing herein contained shall limit the liability of Tenant as to any damage to the Leased Premises and Tenant shall be responsible for the total amount of any damage and/or loss occasioned by the actions of Tenant. The Security Deposit and application thereof shall not be considered as liquidated damages in the event of breach but only as an application toward actual damages. Upon the termination of this Lease in any manner, if Tenant is not then in default, the above deposit or so much thereof as has not been lawfully expended by Landlord, shall be returned to Tenant, without interest, within sixty

(60) days of termination. In case of sale of the Leased Premises by Landlord, the Security Deposit shall be transferred to the successor landlord.

(e) Total Net Lease. Tenant acknowledges and agrees that it is intended that this Lease is a total net lease (a "net, net, net lease"), and the Minimum Rent hereunder is a net payment to Landlord. Tenant has the obligation to reimburse Landlord for all costs and expenses (taxes, assessments, other charges, insurance, utilities (if not separately metered), operation and maintenance and like costs and expenses incurred by Landlord as a result of the ownership and operation of the Leased Premises. Except as expressly set out in this Lease, Landlord is not responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein.

(f) Percentage Rent. In addition to Minimum Rent, during each Lease Year (or partial Lease Year, when appropriate) of the Term, Tenant shall pay Landlord as percentage rent five percent (5%) of annual Gross Sales over \$3,000,000 ("Percentage Rent"). For example, if the annual Gross Sales is \$3,250,000, Landlord would receive at the time of payments, the sum of \$12,500 (\$250,000 x .05, rounded to the nearest dollar).

(i) Percentage Rent shall be paid by Tenant to Landlord in ten equal consecutive monthly payments, without notice or demand, beginning on or before the 1st day of March following each Lease Year.

(ii) The term "Gross Sales" as used herein shall mean the entire amount of the actual sales or rental price, whether for cash, by check, by debit amount, on credit, or otherwise, of all goods, services, wares, merchandise, food and beverages (collectively, "Goods") sold or leased in, at, upon or from the Leased Premises and other revenues and receipts whatsoever of all business conducted in, at, upon or from the Leased Premises, by Tenant, all Other Occupants (as defined below) or otherwise. Gross Sales shall include (1) sales derived from internet, computer, other electronic methods, facsimile, telephone and from all orders taken, originated, received or accepted at the Leased Premises regardless of whether delivery or performance thereof is from elsewhere and orders filled, delivered or fulfilled from the Leased Premises even though payment is made elsewhere, (2) all deposits not refunded to purchasers, (3) the entire amount of the actual sales price and all other receipts for sales and services by Tenant, any Other Occupant or otherwise in, at, upon or from the Leased Premises, (4) the value of Goods received by Tenant in exchange for allowing another person or entity to display, advertise, promote, sell or give away products or services or trade names or logos in the Leased Premises, (5) the value of gift or merchandise certificates or cards which have been redeemed for merchandise at the Leased Premises (provided, however, that the initial sale of such gift or merchandise certificates or cards shall not be included in Gross Sales), (6) all amounts received by Tenant in respect of claims for loss of or damage to stock-in-trade in excess of the original cost of same, (7) all amounts received under insurance policies in respect of loss of business sales or profits (other than amounts

received by Landlord for losses or damages arising from an occurrence for which Landlord is entitled to receive compensation from its insurers for loss of Minimum Rent or Percentage Rent arising from the same occurrence), and (8) access or similar fees, commissions or other consideration received by Tenant, Other Occupants and their respective affiliates under one or more Promotional Agreements (as defined below). Gross Sales shall include revenue generated (including the value of Goods obtained) by any lease, license, concession or rental agreement relating to space at the Leased Premises being made available or used for advertising, promotion or other purpose within the Leased Premises (any such agreement being referred to herein as a "**Promotional Agreement**"). As used herein, "**Other Occupant(s)**" shall mean any person, entity, partnership or other association that is not Tenant which occupies any portion of the Leased Premises or has the right to display advertisements, promotional materials, Goods, or audio or visual displays in any portion of the Leased Premises and includes, without limitation, any subtenant, licensee, concessionaire, operator, venture partner, franchisee, permittee or manager.

(iii) Tenant shall prepare and keep fully complete and proper books, records and source documents, in accordance with this Agreement and otherwise in accordance with generally accepted accounting principles consistently applied, of the Gross Sales, all exclusions and deductions from Gross Sales, and of the operations of each Other Occupant, if any, and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those Gross Sales. The acceptance by Landlord of payments of Percentage Rent shall be without prejudice to Landlord's right to audit, examine or inspect Tenant's books and records of Gross Sales and inventories of Goods on the Leased Premises and other records as specified herein in order to verify the amount of Gross Sales. Except as provided below, Tenant shall have no liability for any expenses incurred by Landlord in connection with any such audit, examination or inspection. Any such audit, examination or inspection performed by a certified public accountant selected by Landlord shall be binding upon the parties. If such audit, examination or inspection shall determine that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable with interest at the Default Rate (as defined herein) from the date when such payment should have been made. If such deficiency is in excess of five percent (5%) of the Percentage Rent theretofore computed and paid by Tenant for the period covered by the audit, examination or inspection, Tenant shall also pay to Landlord all costs and expenses incurred by Landlord for or in connection with the audit, examination or inspection in addition to the Percentage Rent and all future statements submitted to Landlord pursuant to this Article shall include special purpose audited statements prepared, at Tenant's sole cost and expense, by an accounting firm approved by Landlord. If any audit, examination or inspection shall be commenced hereunder or if there shall arise a dispute concerning Gross Sales, then, and in any such event, the books, records and source documents required to be maintained pursuant to this Article shall be preserved and retained

until such audit has been completed or there has been a final resolution or final determination of such dispute or any related litigation, whichever is latest.

4. Permitted Use. Tenant shall use and occupy the Leased Premises solely for the purpose of operating a Restaurant ("Permitted Use") and for no other purpose, without the prior written consent of Landlord, which Landlord may withhold in its sole discretion. Tenant acknowledges and agrees that it is Tenant's responsibility for determining whether the zoning of the Leased Premises is suitable for Tenant's intended use and that Landlord specifically disclaims any representation or warranty that Tenant's contemplated use conforms to the current City or Town Code or any other Applicable Laws.

5. Hours of Operation. Tenant shall open its business in the Leased Premises for the Permitted Use on or before the date which is thirty (30) days after Landlord delivers the Leased Premises to Tenant with Landlord's Work Substantially Completed and shall thereafter, continuously during the Term, conduct and carry on Tenant's business in the Leased Premises during normal business hours. Tenant shall have the option to discontinue the conduct of its business operations at the Leased Premises so long as Tenant continues to pay Minimum Rent and all other sums due pursuant to the Lease. Notwithstanding the foregoing, if Tenant ceases to operate in the Leased Premises for more than sixty (60) consecutive days for a reason other than casualty, Condemnation (as defined herein) or Force Majeure (as defined herein) ("Go Dark"), Landlord shall have the right, but not the obligation (and without declaring an Event of Default under the terms of the Lease) upon thirty (30) days' written notice to Tenant, to terminate Tenant's interest in the Lease. Following termination, neither Landlord nor Tenant shall have any further liability under this Lease, except for obligations and liabilities which accrued prior to the effective date of such termination or which are stated in this Lease to survive the expiration or earlier termination of this Lease (the "Surviving Obligations").

6. Operating Expenses; Other Fees.

(a) "Operating Expenses" shall mean all direct and indirect costs incurred by Landlord to insure, maintain, repair, replace, operate and manage all appurtenances to the Leased Premises. Landlord, at its sole option, may undertake to incur such costs rather than have Tenant pay such costs directly. Operating Expenses may include, without limitation, costs and expenses for the following: (i) Real Property Taxes (as hereinafter defined); (ii) the cost of Landlord's Insurance (as hereinafter defined); (iii) utilities (to the extent not separately metered), water and storm sewer charges, if any; (iv) landscaping, if any; (v) fees for required licenses and permits, if any; and (vi) any utilities surcharges or other costs levied, assessed or imposed on the Leased Premises by or at the direction of any governmental authority in connection with the use or occupancy of the Leased Premises or the parking facilities, or pursuant to any covenants, conditions or restrictions to which the Leased Premises is subject, including but not limited to any costs and expenses paid by Landlord pursuant to any documents which are currently recorded or which are recorded in the future against the Leased Premises in the Office of the Clerk and Recorder of the County of Weld (except for the expense of any mortgage, deed of trust or other lien presently existing or hereafter placed upon any portion of the Center by Landlord) (such recorded documents referred to herein as the "Matters of Record"). Landlord may cause any or

all of such maintenance, repair, replacement, operation and management to be provided by third parties, and the cost of such services shall be included in Operating Expenses. Tenant shall pay all costs ("Tenant's Share") of all Operating Expenses in advance, on or before the first of each calendar month during the Term. On or before the Rent Commencement Date, Landlord shall submit to Tenant a statement of the reasonably anticipated monthly Operating Expenses. By April 30th of each year, Landlord shall endeavor to give Tenant a statement showing the total Operating Expenses for the prior calendar year, as well as an estimate of the Operating Expenses for the current year (which estimate may be revised by Landlord at any time). In the event the total of the monthly payments which Tenant has made for the prior calendar year is less than Tenant's actual share of such Operating Expenses, then Tenant shall pay the difference to Landlord in a lump sum within thirty (30) days after receipt of such statement. Any over-payment by Tenant shall be credited to Tenant's next payments of Tenant's Share of Operating Expenses becoming due and payable, or, at the end of the Term, refunded to Tenant within thirty (30) days. Tenant shall have the right, at any time within ninety (90) days after a statement of actual Operating Expenses, but upon ten (10) business days' prior written notice and during normal business hours, to examine Landlord's books and records relating to such Operating Expenses, and if such Operating Expenses were overstated by more than five percent (5%), Tenant shall be entitled to a refund for the overpayment and reimbursement of its reasonable costs and expenses in conducting the audit. Unless Tenant objects to the rental adjustment within said 90-day period, such statement and adjustment shall be deemed conclusively binding upon Tenant. In the event Tenant shall fail to pay any taxes, insurance, utility charges, maintenance expenses or other amounts due hereunder, Landlord may (but shall not be obligated to) pay such amounts on behalf of Tenant, and Tenant shall reimburse Landlord therefor within ten (10) days after receipt of invoice.

(b) "Real Property Taxes" shall mean the following: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, gross rent taxes if enacted in the future, assessment and/or tax imposed by any taxing authority against the land and buildings comprising the Center attributable to the Term; (ii) any charge or fee replacing any tax previously included within the definition of Real Property Taxes, in whole or in part; and (iii) any charges for compliance, review or appeals of any tax charges. "Real Property Taxes" shall include direct taxes or an allocation of taxes pursuant to any Matters of Record. "Real Property Taxes" do not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) Intentionally omitted.

(d) Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Leased Premises. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within thirty (30) days after receipt of a written statement including said tax bill setting forth the taxes applicable to Tenant's property.

7. Utilities. If the utilities to the Leased Premises are separately metered, Tenant shall open and maintain utility accounts with the applicable utility providers and shall, commencing on the Rent Commencement Date, promptly pay when due all charges for water, sewer, heat, gas, electricity and other utilities used on the Leased Premises directly to any such providers. Tenant shall be responsible for depositing all deposits required by applicable utility providers. If Tenant shall fail to pay any

separately metered utilities as required herein, Landlord may, following written notice to Tenant, pay such utilities (without waiving any other remedies available under this Lease) on account of Tenant, and the same shall be deemed to be Additional Rent and shall become due and payable ten (10) calendar days after written notice to Tenant. Landlord shall not be deemed guilty of a breach of this Lease, nor shall Tenant be entitled to any abatement of its rent obligations under this Lease, resulting from the failure, interruption, diminution or cessation of any utility service to the Leased Premises. To the extent that any of the foregoing utility services are not separately metered or billable to the Leased Premises, then Landlord shall pay the utility charges and Tenant shall be responsible for Tenant's Proportionate Share of said utility charges. Landlord may, upon reasonable prior notice to Tenant, temporarily discontinue any utility service to the Premises to make alterations or repairs to a utility line servicing the Premises, provided that Landlord uses commercially reasonable efforts to avoid interference with Tenant's use of or access to the Premises and such discontinuance occurs during a time other than Tenant's business hours, except in the event of an emergency.

8. Insurance.

(a) Commencing on the date upon which Landlord first delivers the Leased Premises to Tenant and at all times thereafter, Landlord shall carry and maintain, or cause to be carried and maintained, the following insurance ("Landlord's Insurance"): (i) a "Special Form" property insurance policy insuring the Building in an amount required by Landlord or Landlord's lender; and (ii) any other policy(ies) of insurance which Landlord deems necessary and/or which Landlord's lender requires to be kept in force.

(b) Commencing on the earlier of: (i) the date upon which Landlord first delivers the Leased Premises to Tenant, and (ii) any earlier entry upon the Leased Premises to commence Tenant's Work, and at all times thereafter, Tenant shall carry and maintain, at its sole cost:

(i) Commercial General Liability Insurance (ISO form or equivalent) naming Tenant as the named insured and Landlord and (at Landlord's request) Landlord's mortgagee (and managing agent), if any, as additional insureds, protecting Tenant and the additional insureds against liability for bodily injury, death and property damage occurring upon or in the Leased Premises, Additional Premises and Exterior Area, with a minimum combined single limit of \$1,000,000.00 and a general aggregate limit of \$2,000,000.00. If the policy also covers locations other than the Leased Premises, the policy shall include a provision to the effect that the aggregate limit of \$2,000,000.00 shall apply separately at the Leased Premises;

(ii) Worker's compensation insurance to the statutory limit, if any, and employer's liability insurance to the limit of \$500,000.00 per occurrence;

(iii) "Special Form" property insurance covering all alterations made by Tenant and all of Tenant's property in, on or about the Leased Premises, and written for at least the full replacement cost with a deductible of not more than \$10,000.00;

(iv) plate glass insurance covering all plate glass in the Leased Premises. Tenant shall be and remain liable for the repair and restoration of same;

(v) such other insurance in such amounts as Landlord may from time to time reasonably request against such other insurable hazards which at the time are commonly insured against for property similar to the Leased Premises located in Colorado; and

(vi) to the extent Tenant will serve liquor, beer, wine or other alcoholic beverages on the Leased Premises, liquor liability insurance customarily maintained by a prudent owner of a restaurant in the Frederick metropolitan area as reasonably determined by Landlord.

(c) Tenant shall deliver certificates of such insurance to Landlord before occupying the Leased Premises or installing any of its property, and in any event, within ten (10) days after the Effective Date, and at any date the prior policy expires. All such policies shall include a provision that Landlord shall receive at least thirty (30) days' advance written notice prior to material changes or cancellation thereof. Tenant's insurance shall be issued by an insurance company authorized to do business in the State of Colorado and having a Best's Insurance Guide rating of at least A:X. All public liability property damage, liability and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not supplemental to coverage that Landlord may carry. The insurance requirements set forth in this Section are independent of the waiver, indemnification and other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit or modify the waiver, indemnification and other obligations under this Lease or in any way limit any party's liability under this Lease.

9. Subrogation. Tenant hereby waives any and all rights of recovery against Landlord and against the officers, members, managers, employees, agents or representatives of Landlord for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (or required to be in force) at the time of such loss or damage. Landlord hereby waives any and all rights of recovery against Tenant, and against the officers, employees, agents or representatives of Tenant, for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (or required to be in force) at the time of such loss or damage. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate endorsements to all policies of insurance carried in connection with the Center or the Leased Premises or the contents of the Leased Premises, which endorsements waive such insurer's subrogation rights under such policies against the beneficiaries of this waiver.

10. Delivery of the Leased Premises and Alterations.

(a) Landlord agrees that it will, at its sole cost and expense, commence and pursue to completion those items which are the responsibility of Landlord as set forth on Exhibit E attached hereto ("Landlord's Work"). "Substantial Completion" or "Substantially Completed" shall mean the date on which Landlord notifies Tenant in writing that Landlord has substantially completed Landlord's Work in the Leased Premises, with the exception of: (i) any "punchlist" items; and (ii) any such work which Landlord cannot complete until Tenant completes any of Tenant's Work (as hereinafter defined). Tenant accepts the Leased Premises and the Building in their "AS-IS" condition as of the date of Tenant's occupancy. Except as expressly set forth in this Lease, Tenant agrees that no representations about the condition of the Leased Premises, nor

promises to decorate, alter, repair or improve the Leased Premises, have been made by Landlord or its agents to Tenant.

(b) "Tenant's Work" shall mean all work to the Leased Premises and Additional Premises not otherwise considered Landlord's Work, as more fully described on Exhibit E attached hereto ("Tenant's Work"). Tenant shall submit its plans and drawings for Tenant's Work for Landlord's approval in accordance with the time periods set forth in Exhibit E.

(c) During the Term of the Lease, Tenant shall not make any alterations, improvements, changes, modifications or installments in, on or about the Leased Premises without the prior written approval of Landlord, which approval may be withheld or conditioned in Landlord's sole and absolute discretion. Tenant shall complete all improvements in compliance with all Applicable Laws and insurance requirements applicable thereto. Any such alteration or improvement shall not impair the structural soundness or diminish the value of the Premises and shall be completed in a good and workmanlike manner. If Landlord authorizes persons requested by Tenant to perform any alterations, repairs, modifications or additions to the Leased Premises, then, prior to the commencement of any such work, Tenant shall upon request deliver to Landlord such payment and performance bonds or other security as Landlord may require, and certificates issued by insurance companies qualified to do business in the State of Colorado, evidencing that Workmen's Compensation, public liability insurance and property damage insurance, all in amounts, with companies and on forms satisfactory to Landlord, are in force and effect and maintained by all contractors and subcontractors engaged by Tenant to perform such work. All such policies shall name Landlord as an additional insured. Each such certificate shall provide that the insurance policy may not be canceled or modified without thirty (30) days' prior written notice to Landlord. At the end of this Lease, all such approved fixtures, equipment, additions and/or alterations (except trade fixtures installed by Tenant) shall be and remain the property of Landlord, provided, however, that Landlord shall have the option to require Tenant to remove any or all such fixtures, equipment, additions, and/or alterations and restore the Premises to the condition existing immediately prior to such change and/or installation, normal wear and tear excepted, all at Tenant's cost and expense. During the course of all alterations, additions and/or improvements to the Leased Premises, including the Tenant's Work, Tenant shall post and keep posted (until completion of the same), in a conspicuous place upon the Leased Premises, and shall personally serve upon all contractors and subcontractors performing any of the alterations, additions and/or improvements, a notice consistent with Colorado Revised Statutes Section 38-22-105, stating that Landlord's interest in the Leased Premises shall not be subject to any lien for said work. In addition, Landlord shall have the right to post such a notice at the Leased Premises.

11. Maintenance.

(a) Tenant's Maintenance of the Leased Premises. Tenant shall keep and maintain, at its sole cost and expense, the Leased Premises, including without limitation, the storefront, exterior walls, doors, window casements, plate glass, glazing, plumbing, pipes, electrical wiring and conduits, any equipment (including without limitation, the grease hood exhaust system and grease trap and related facilities, if any) and the interior of the Leased Premises and improvements installed therein neat, clean, free of debris and trash, and in good order and repair. In addition, (i) Tenant shall keep and maintain the heating and air conditioning ("HVAC")

system serving the Leased Premises in good order and repair and (ii) Tenant shall obtain a service contract for repairs and maintenance of the HVAC system which conforms to the requirements under the warranty, if any, on such system. Tenant's obligations hereunder shall also include routine services for the interior areas of the Leased Premises, including keeping the Leased Premises free from accumulation of trash or debris. Landlord may designate a location for a receptacle for trash disposal within or adjacent to the building of which the Leased Premises is a part, as Landlord may designate from time to time. Except to the extent that Landlord elects to include the cost of trash disposal within Operating Expenses, Tenant shall pay for such trash disposal directly to the provider, which Landlord reserves the right to select, prior to the delinquency thereof. Tenant shall not permit trash to be dumped or disposed of other than in the receptacle and shall keep the area in and around the receptacle clean and clear of any trash. Notwithstanding the foregoing, if any of the three (3) RTUs fail during the first Lease Year due to the life of the equipment, Landlord will replace them at its cost. If any of the three (3) RTUs fail after the first Lease Year due to the life of the equipment, Landlord and Tenant shall share the cost of replacement as follows: (i) during the second Lease Year, 20% Tenant and 80% Landlord; (ii) during the third Lease Year, 40% Tenant and 60% Landlord; (iii) during the fourth Lease Year, 60% Tenant and 40% Landlord; and (iv) during the fifth Lease Year, 80% Tenant and 20% Landlord. Following the fifth Lease Year, Tenant shall bear all costs of replacement.

(b) Tenant's Maintenance of the Exterior Area. To the extent not the responsibility of the City or Town, Tenant shall keep and maintain the exterior area outside of the Leased Premises, including without limitation, sidewalks and parking areas, in a neat and clean condition, free of debris, trash, snow, ice and weeds, and in good order and repair, in accordance with all Applicable Laws. In accordance with Tenant's obligations set forth in this Subsection, Tenant must comply with the rules and regulations set forth on Exhibit D (the "Rules and Regulations"), as may be revised from time to time by Landlord in its sole and absolute discretion.

(c) Inspection by Landlord. Landlord, or its authorized representative, reserves the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspection, the performance of any maintenance, repairs or replacement therein, to exhibit the Leased Premises to prospective lenders or purchasers (or during the last year of the Term or during any default by Tenant, to prospective tenants), to post notices of non-responsibility, and/or to alter, improve or repair the Leased Premises, all without being deemed guilty of or liable for any breach of the covenant of quiet enjoyment or any eviction of Tenant, and without abatement of Rent. Except in the case of an emergency, Landlord will provide Tenant with twenty-four (24) hours' notice before entering the Leased Premises. During the ninety (90) day period prior to the expiration of this Lease, Landlord, or Landlord's agent and representative, shall have the right to place the usual "to let" or "for sale" notices on the Leased Premises, and Tenant agrees to permit the same to remain thereon without hindrance.

(d) Landlord's Self-Help Right. In the event Tenant fails or neglects to comply with its obligations set forth under this Article, said failure shall constitute an Event of Default and Landlord shall have the right, but not the obligation, to perform said work on behalf of Tenant, the costs of which shall be payable to Landlord by Tenant on demand. In addition, Landlord shall be entitled at its election, to exercise concurrently or successively, any one or more of the rights or

remedies at law or in equity provided hereunder or under the laws of the United States or the State where the Leased Premises are located for Tenant's Event of Default.

(e) Landlord's Maintenance. Landlord, at Landlord's cost, shall repair, maintain and replace as necessary, the foundation, roof and structural elements of the Building; provided, however, to the extent such maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or its agents, officers, directors, shareholders, members, partners, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "Tenant's Parties"), Tenant shall pay to Landlord, as Additional Rent, the costs of such maintenance, repairs and replacements. Except as otherwise expressly provided in this Lease, Landlord shall have no obligation to alter, remodel, improve, maintain, repair, renovate, redecorate or paint all or any part of the Leased Premises.

12. Liens. Tenant shall not permit any mechanic's, materialmen's or other liens to be filed against all or any part of the Center or Leased Premises, nor against Tenant's leasehold interest in the Leased Premises, by reason of or in connection with any repairs, alterations, improvements or other work contracted for or undertaken by Tenant or any of Tenant's Parties. Should any liens be filed or recorded against the Leased Premises and/or any portion of the Center arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant, or should any action affecting the title to the Leased Premises or Center be commenced as a result of Tenant's acts or omissions, Tenant shall cause such liens to be removed of record within five (5) days after the filing of the same. If Tenant desires to contest any claim of lien, Tenant may do so only if, within such five-day period, Tenant posts adequate security with a court of competent jurisdiction and obtains an order discharging the lien of record, as then provided by the Colorado mechanics' lien statute. If a final judgment is entered establishing the validity or existence of any lien for any amount which lien has not been discharged or bonded off as required above, Tenant shall pay and satisfy the same at once.

13. Governmental Approvals. At all times after the Effective Date and during the Term, Tenant shall: (a) obtain, at its own cost and expense, all necessary municipal and governmental approvals, licenses, permits and certificates required for its occupation of the Leased Premises, the Additional Premises and Tenant's Work; (b) comply with all federal, state and local laws, statutes, orders, ordinances, rules and regulations currently in effect or which are enacted in the future ("Applicable Laws") and all Matters of Record; and (c) pay before delinquency all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant or imposed upon its business operations and/or sale of goods and services and which become payable during the Term. Landlord shall have the right to add additional Matters of Record in connection with the development of the Center, including but not limited to, reciprocal easement agreements, covenants, conditions and restrictions, easements, and other documentation.

14. Interest and Administrative Costs. If: (a) Tenant fails to make any payment under this Lease when due; (b) Landlord performs any obligation of Tenant under this Lease; or (c) Landlord incurs any costs or expenses as a result of Tenant's Event of Default under this Lease, then Tenant shall pay, upon demand, interest, (i) with respect to payments due to Landlord pursuant to clause (a) above, from the date such payment was due, or (ii) from the date Landlord incurs such costs or expenses relating to the performance of any such obligation or Tenant's Event of Default, as the

case may be, until the applicable amount is paid, at the rate of eighteen percent (18%) per annum (the "**Default Rate**"), plus the payment due under clause (a), or the amount of such costs and expenses incurred under clauses (b) or (c), and Landlord's administrative costs in connection therewith in the amount of five percent (5%) of the applicable amount, regardless of whether or not otherwise expressly provided for in this Lease.

15. Surrender of Leased Premises. Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by Landlord after any Event of Default by Tenant, Tenant covenants and agrees to peaceably and quietly surrender possession of the Premises to Landlord broom clean, with all lighting, doors, and electrical and mechanical systems (including all HVAC facilities) in good working order and condition, all walls in clean condition and holes or punctures in the walls repaired, free of Tenant's personal property, and otherwise in the same condition as when Tenant first occupied the Premises, ordinary wear and tear excepted. The parties acknowledge that upon the expiration or earlier termination of this Lease that Tenant shall be entitled to remove its trade fixtures, furniture and equipment from the Premises, provided Tenant shall repair any damage to the Leased Premises caused by such removal. Any trade fixtures, equipment or other personal property not removed shall be deemed abandoned, but Tenant shall remain liable for the cost of removal and disposal.

16. Assignment and Subletting.

(a) Except as set forth in the following sentence, without Landlord's prior written consent which consent may be withheld in Landlord's sole and absolute discretion, Tenant shall not assign, mortgage or pledge this Lease, or enter into any sublease, concession or license of the Leased Premises, it being understood that a change in the management of Tenant or the transfer, directly and/or indirectly, such as through the transfer of proxy rights or interests in intermediary entities that indirectly own Tenant, of thirty percent (30%) or more of the voting interests in Tenant, shall be deemed an assignment. Tenant may, without being required to obtain Landlord's consent, assign this Lease or sublet all or any portion of the Leased Premises to any entity controlling, controlled by, or under common control with Tenant (collectively, "**Affiliate**"), or to an entity resulting from a merger, consolidation or sale of a majority of Tenant's or Affiliate's assets or stock, or to a franchisee, provided that: (a) Tenant shall remain fully liable for all of the tenant obligations under this Lease; (b) such transferee continues to operate in the Leased Premises for the Permitted Use; (c) not less than thirty (30) days prior to the effective date of any such transfer, Tenant shall provide Landlord with copies of the documents evidencing such transaction; (d) No Event of Default shall have occurred or be continuing at the time of transfer under this Lease; and (e) such transferee assumes Tenant's obligations under this Lease in writing.

(b) If Tenant desires at any time to enter into an assignment or sublease of this Lease for which Landlord's consent is required, Tenant shall first give written notice to Landlord of its desire to do so, which notice shall contain: (a) the name of the proposed assignee, subtenant or occupant; (b) the nature of the proposed assignee's, subtenant's or occupant's business to be carried on in the Leased Premises; and (c) any other information which Landlord reasonably requires. At any time within thirty (30) days after Landlord's receipt of such notice, Landlord shall, by written notice to Tenant, consent to the assignment or sublease or withhold its consent. If Landlord consents to the assignment or sublease within said thirty (30) day period, Tenant may thereafter enter into such

assignment or sublease of the Leased Premises on terms agreed to by Landlord. The consent by Landlord to any assignment or sublease shall not relieve Tenant of the obligation to obtain Landlord’s consent to any other assignment or sublease.

17. Estoppel Certificates. Tenant, upon not less than ten (10) days’ prior written notice from Landlord, agrees to execute and deliver to Landlord an estoppel certificate in the form provided by Landlord.

18. Notices. All notices and demands provided herein shall be made in writing and delivered by hand delivery, a nationally recognized overnight courier service, by prepaid certified mail, return receipt requested, or by electronic mail (provided that a hard copy is sent within one (1) business day by any of the foregoing means) to the parties at the addresses set forth below. If service shall be made by certified mail, such service shall be deemed completed as of the third (3rd) day following the mailing of such notice in the manner aforesaid. If service shall be made by overnight courier, such service shall be deemed completed as of the next business day following the deposit with the overnight courier. If service shall be made by electronic mail, it shall be deemed completed as of the day of delivery (provided a hard copy is sent within one (1) business day by one of the other delivery means permitted pursuant to this Section).

If to Landlord:

141 5th St, LLC
PO Box 1030
Frederick, CO 80530

Email: Patrick@BlackfoxR3.com

If to Tenant:

Georgia Boys BBQ- Greeley, LLC

250 3rd Ave.

Longmont, CO 80501

Matthew Alexander

Email: Matt@georgiaboy.com

19. Default; Landlord’s Remedies.

(a) The happening of any one or more of the following events shall constitute an “**Event of Default**” under this Lease:

(i) Tenant shall fail to pay when due any installment of Rent or other sum of money when due without the necessity of demand therefor or notice thereof;

(ii) Tenant shall fail to perform or comply with any other term, agreement, condition or covenant on the part of Tenant to be observed herein (which has not otherwise been expressly identified in this Section) and shall fail to cure same within five (5) days after written notice to Tenant;

(iii) Tenant shall fail to observe or perform any of the covenants set forth herein with respect to (a) assignment and subletting; (b) Rules and Regulations; (c) mechanics' liens; or (d) insurance subject to any notice and cure periods that may apply;

(iv) Tenant shall collaterally assign or encumber its leasehold interest in the Lease without prior written consent from Landlord;

(v) This Lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve upon any other person or party except in a manner expressly permitted herein;

(vi) This Lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof;

(vii) Tenant files a voluntary petition in bankruptcy or is adjudicated as bankrupt or insolvent, or takes the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or proceedings are taken by Tenant under any relevant Bankruptcy Act in force in any jurisdiction available to Tenant, or Tenant seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises, or makes any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they mature;

(viii) A petition is filed against Tenant seeking any 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 sixty (60) days, or if any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises is appointed without the consent or acquiescence of Tenant and such appointment remains unvacated for an aggregate of twenty (20) days;

(ix) Tenant shall vacate, abandon or cease to continuously operate the Leased Premises as set forth herein (subject to Tenant's right to Go Dark); or

(x) Tenant shall fail to accept possession of the Leased Premises on the date that Landlord delivers the Leased Premises to Tenant Substantially Completed.

(b) If an Event of Default occurs, Tenant shall be in breach hereunder and Landlord shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised, without further notice to Tenant or further demand for performance, and which may be pursued successively or cumulatively as Landlord may elect:

(i) Terminate this Lease by written notice to Tenant and, upon service of said notice, Tenant shall immediately vacate the Leased Premises in accordance with the provisions of this Lease, and Landlord, in addition to its other remedies, may recover from Tenant all damages incurred by Landlord as a result of such breach (all of which shall be immediately due and payable), including, but not limited to, (A) the cost of recovering possession of the Leased Premises; (B) expenses of reletting, including repairs, renovation and alteration of the Leased Premises; (C) reasonable attorneys' fees; (D) the unpaid amount of all monetary obligations payable under this Lease which had been earned at the time of termination; (E) (x) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination, computed by allowing interest at the Default Rate, plus (y) the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided, computed by allowing interest at the Default Rate, plus (z) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of Denver at the time of award plus one percent (1%); (F) that portion of any leasing commissions paid by Landlord and applicable to the unexpired Term; and (G) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. Landlord shall use reasonable efforts to mitigate its damages, but efforts by Landlord to mitigate damages caused by the Event of Default shall not waive Landlord's right to recover all or any part of its damages in a separate suit;

(ii) Landlord may, without terminating the Term, re-enter and take possession of the Leased Premises or any part thereof, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass. Landlord reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving Tenant written notice thereof. No such reentry or taking possession of the Leased Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such

intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. After recovering possession of the Leased Premises, Landlord may, from time to time, but shall not be obligated to, relet the Leased Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its discretion, may determine. Landlord may make such repairs, alterations or improvements as Landlord may consider reasonably appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all reasonable costs and expenses (including but not limited to the costs of such repairs, alterations or improvements, leasing commissions and attorneys' fees) which Landlord may incur in connection with such reletting. Notwithstanding Landlord's recovery of possession of the Leased Premises, Tenant shall continue to pay on the dates herein specified, the Rent and all additional amounts which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Leased Premises;

(iii) Except as specifically provided otherwise in this Lease, all covenants and agreements by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement or offset of Rent. If an Event of Default occurs, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act as required to cure such Event of Default on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such acts shall be payable by Tenant to Landlord within five (5) days after demand therefor; and

(iv) Upon a breach by Tenant hereunder, Landlord shall also have all other rights available to it at law or in equity, including without limitation, seeking specific performance or injunctive relief, or performing Tenant's obligations hereunder and getting reimbursed the reasonable cost and expenses therefor upon demand. All rights and remedies of Landlord herein created or otherwise existing at law or equity are cumulative and may be exercised concurrently, whenever and as often as deemed desirable, and the exercise of one shall not be taken to exclude or waive the right to the exercise of any other.

20. Indemnity and Release; Limitation on Right of Recovery Against Landlord.

(a) Except in the case of the gross negligence or willful misconduct of Landlord, Tenant shall indemnify, save harmless and, at Landlord's option, defend Landlord and its designated property management company, and their respective partners, members, affiliates and subsidiaries, and all of their respective officers, directors, shareholders, members, employees, servants, partners, representatives, insurers, agents and mortgagees (collectively, "**Landlord Indemnitees**"), for, from and against all claims, actions, damages, liability and expense, fines, penalties, suits, proceedings, actions and causes of action of every kind or nature, including without limitation, reasonable attorneys' fees and expenses incurred by Landlord arising out of or

in any way connected with any Event of Default, Tenant's operations, Tenant's maintenance and repair of the Leased Premises, Additional Premises and Exterior Area, or the condition, use, or occupancy of the Leased Premises, or in any way arising out of the activities in the Center, of Tenant or its employees, servants or contractors. This Article shall survive the expiration or earlier termination of this Lease, or the early termination of Tenant's right to occupy the Leased Premises.

(b) To the maximum extent permitted by law, and notwithstanding anything to the contrary contained in this Lease, Landlord and the Landlord Indemnitees shall not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or injury or damage to person or property sustained by Tenant, or any person claiming by, through or under Tenant, resulting from any accident or occurrence in, on, or about the Center, including, without limitation, claims for loss or damage resulting from: (i) any equipment or appurtenances being or becoming out of repair; (ii) wind or weather; (iii) any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of gas, steam or water; (vii) water, snow or ice being upon the Center or coming into the Leased Premises; (viii) the falling of any fixture, plaster, tile, stucco or other material; or (ix) any act, omission or negligence of other tenants or the public.

(c) Landlord shall in no event and under no circumstances be responsible for any lost profits and/or any consequential, special, incidental or punitive damages incurred or sustained by Tenant, or its employees, agents, contractors or invitees as a result of or in any way connected to Tenant's occupancy of the Leased Premises. Tenant agrees to look solely to the interest held by Landlord in the Center for the satisfaction of any claim arising from this Lease and shall not seek to impose personal liability on any Landlord Indemnitee.

(d) Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, if the nature of Landlord's obligation is such that more than 30 days are required for performance, then Landlord shall not be in default if it commences performance within said period and thereafter diligently prosecutes the same to completion.

21. Holding Over. If Tenant, or any person claiming through Tenant, shall continue to occupy the Leased Premises after the expiration or earlier termination of the Term, such occupancy shall be deemed to be a month-to-month tenancy under the same terms and conditions set forth in this Lease; provided, however, that Rent during such continued occupancy shall be equivalent to two hundred percent (200%) of the amount in effect immediately prior to expiration or earlier termination. In addition, Tenant shall pay any damages and hold Landlord harmless from any liability incurred in connection with any claims made by any succeeding occupant based on delay of possession. Furthermore, nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by Landlord, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as herein provided.

22. Hazardous Substances. No Hazardous Substances (as hereafter defined) shall be used, generated, stored, treated, released, produced, disposed or otherwise managed by or on behalf of Tenant or any invitee at the Leased Premises or the Center with the exception of minor amounts of Hazardous Substances customarily and lawfully used in conjunction with the Permitted Use in a manner that complies with Applicable Laws and all manufacturers' instructions. Tenant shall immediately notify Landlord upon discovery of any Hazardous Substance release affecting the Leased Premises and, at its sole expense and at Landlord's option, remediate to Landlord's satisfaction or reimburse Landlord's costs of investigation or remediation of any release of Hazardous Substances arising from any act or omission of Tenant, its employees, agents, contractors or invitees. If in any remediation or cleanup Tenant shall be the generator of any such Hazardous Substances, Tenant shall sign all manifests with respect thereto and take responsibility therefor. Tenant shall cooperate with Landlord and provide Landlord with access to the Leased Premises from time to time for inspections and assessments of environmental conditions and shall remove all Hazardous Substances from the Leased Premises upon expiration or termination of this Lease. Tenant agrees to indemnify, defend and hold Landlord and Landlord Indemnitees harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including all remediation or cleanup costs or expenses, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by or asserted against Landlord arising, directly or indirectly, out of or in connection with the presence of Hazardous Substances at or affecting the Center due to any act of Tenant, its agents, servants, employees or contractors. As used herein, "**Hazardous Substances**" shall mean: (a) hazardous or toxic substances, wastes, materials, pollutants and contaminants which are included in or regulated by any federal, state or local law, regulation, rule or ordinance, including, without limitation CERCLA, Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substances Control Act, as any of the foregoing may be amended from time to time; (b) petroleum products; (c) asbestos; (d) polychlorinated biphenyls; (e) substances known to cause cancer and/or reproductive toxicity, and/or mold; (f) halogenated and non-halogenated solvents; and (g) all other regulated chemicals, materials and solutions which, alone or in combination with other substances, are potentially harmful to the environment, public health or safety or natural resources. The obligations of Tenant in this Article shall survive the expiration or earlier termination of this Lease.

23. Waiver of Jury Trial. Landlord and Tenant each hereby waive any and all rights to a trial by jury of any and all issues arising in any claim, action, proceeding, or counterclaim between Landlord and Tenant (or their successors, assigns, personal or legal representatives or heirs) under or in connection with this Lease, any of its provisions, the use or occupancy of the Leased Premises, the relationship of Landlord and Tenant, and/or any claim for injury or damage. If either Landlord or Tenant is a partnership, this waiver shall be binding upon the parties of each as well.

24. Governing Law, Entirety of Lease and Partial Invalidity. This Lease shall be governed by the State of Colorado. If any provision in the Lease is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

25. Attorneys' Fees. In the event of any litigation or arbitration between the parties to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration consents to pay to the prevailing party all costs and expenses, including

reasonable attorneys' fees, incurred therein. The "prevailing party" as used herein shall be the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

26. Entire Lease. This Lease contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Lease. This Lease may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought. Notwithstanding anything in this Lease to the contrary, Landlord does not represent or warrant the accuracy or completeness of the tenants and occupants or the dimensions of the Leased Premises and properties shown on any site plan attached hereto as an exhibit, and the same may change from time to time.

27. Brokers. Tenant represents and warrants that it has not dealt with any broker in the negotiation of this Lease. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all loss, costs, damages or expenses (including all attorney's fees and disbursements) by reason of any claim of, or liability to, any broker or person claiming through Tenant and arising out of this Lease. Additionally, Tenant acknowledges and agrees that Landlord shall have no obligation for payment of any brokerage fee or similar compensation to any person with whom Tenant has dealt or may deal with in the future.

28. Force Majeure. "Force Majeure" shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform. The provisions of this Section shall not apply to nor operate to excuse Tenant from the payment of Rent or any other payment due hereunder strictly in accordance with the terms of this Lease.

29. Waiver. 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 shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

30. Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon any portion of the Center, which includes the Leased Premises, and to any renewals and extensions thereof. Tenant further agrees to attorn to any mortgagee, ground lessor, trustee under a deed of trust, or purchaser at a foreclosure sale or trustee's sale as landlord under this Lease (as the case may be, "Mortgagee"); provided, however, as part of such attornment, Tenant agrees for the benefit of any Mortgagee that if such Mortgagee succeeds to Landlord's (or any successor's) interest in this Lease, such Mortgagee will have no liability for any act or omission of any prior landlord under this Lease that occurs prior to the date such Mortgagee succeeds to Landlord's (or any successor's) interest in this Lease nor any liability for claims, offsets, or defenses that Tenant might have had against Landlord (or any successor). Tenant agrees that any Mortgagee has the right at any time to subordinate its mortgage, deed of trust or other lien to this Lease; provided, however, whether or not this Lease may be (or be made to be) superior to a mortgage, deed of trust or other lien, the Mortgagee will not be liable for prepaid rentals, security deposits and claims accruing during Landlord's ownership; further provided that the provisions of a mortgage, deed of trust or other lien relative to the rights of the

Mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and provisions relative to proceeds arising from insurance payable by reason of damage to or destruction of the Leased Premises will be prior and superior to any contrary provisions contained in this instrument with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Leased Premises or the Center as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease (or evidencing the subordination of this Lease pursuant to the terms hereof) as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord must use good faith efforts to obtain from any such Mortgagee a written agreement that after a foreclosure (or a deed in lieu of foreclosure) the rights of Tenant will remain in full force and effect during the term of this Lease, except as otherwise provided in this Section and as may be required by Mortgagee, so long as Tenant recognizes and performs all of the covenants and conditions of this Lease. Tenant agrees to execute a non-disturbance, attornment and subordination agreement if requested by Landlord and to return the same within ten (10) days following receipt of written request therefor. In addition to the foregoing, Tenant acknowledges that this Lease may be assigned to Landlord's lender, if any, in connection with the loan obtained by Landlord and secured by the Center.

31. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease. Landlord shall have the right to convey or transfer portions of the Center to third parties from time to time (each, a "Transferee"). Tenant shall look solely to each applicable Transferee in connection with enforcement of such rights, and Landlord shall have no liability whatsoever for a breach thereof. Whenever the term "Center" is used in connection with a right or obligation of Landlord or Tenant pursuant to this Lease, such right or obligation shall apply, at any given time, only to the portion of the Center in which Landlord owns fee title at such given time.

32. Guaranty. On the Effective Date, May 28, 2021 ("Guarantor(s)") shall execute a Personal Guaranty of Lease in the form attached hereto as Exhibit G.

33. Quiet Enjoyment. Landlord covenants and agrees with Tenant that in partial consideration for Tenant paying Rent hereunder and observing and performing all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant shall peaceably and quietly enjoy the Leased Premises without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and to the underlying declarations, leases, mortgages and other matters herein mentioned.

34. Tenant's Personal Property.

(a) Any property of Tenant remaining in the Leased Premises at any time when Landlord recovers possession of the Leased Premises or upon the termination of this Lease for any cause whatsoever shall conclusively be deemed to have been abandoned and may be appropriated,

sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefor; and Tenant shall pay Landlord for all reasonable expenses incurred in connection with the disposition of such property.

(b) Tenant hereby grants to Landlord a lien upon and a security interest in all property now owned or hereafter acquired by Tenant which shall be brought into or be placed upon the Leased Premises, to secure the payment of Rent and the performance of each and every other obligation hereunder to be performed by Tenant. Following any Event of Default by Tenant, Landlord, without notice or demand, may take possession of and sell such property without legal process of any kind, at public and private sale upon giving such notices, if any, as may be required by law. The proceeds of any such sale shall be applied first to the payment of any and all expenses and fees incurred in connection therewith, and then to any amounts due or payable under this Lease from Tenant to Landlord, and the surplus, if any, to Tenant. Landlord is authorized to prepare and file financing statements signed only by Landlord (as secured party) covering the security described above (and Tenant hereby agrees to sign the same, as well as a separate security agreement if requested by Landlord, within ten (10) days of Landlord's request).

35. Casualty.

(a) In the event that the Leased Premises are partially or totally destroyed by fire or any other peril covered by insurance maintained by Landlord, Landlord shall, within a period of one hundred eighty (180) days after the occurrence of such destruction (but only to the extent that: (i) Landlord can restore the Leased Premises to the condition in which it existed prior to the casualty within three hundred sixty-five (365) days following the casualty; and (ii) proceeds of such insurance are available to Landlord for such purpose), commence reconstruction and restoration of the Leased Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. In the event either: (A) insurance proceeds are not sufficient to pay the cost of such reconstruction; or (B) the reconstruction and restoration of the Leased Premises would take longer than three hundred sixty-five (365) days from the date of the casualty, Landlord may elect to either terminate this Lease or pay the cost of such reconstruction. If Landlord elects to or is obligated to reconstruct and repair the Leased Premises, such reconstruction shall be only to the extent necessary to restore the "Landlord's Work" in the Leased Premises as described in Exhibit E, and Tenant shall be obligated for the restoration of all other leasehold improvements, trade fixtures and other personal property in the Leased Premises.

(b) Notwithstanding anything to the contrary herein contained, in the event of a total or partial destruction of the Center, the cost of restoration of which would exceed one-third (1/3) of the then replacement value of the Center, by any cause whatsoever, whether or not insured against and whether or not the Leased Premises are partially or totally destroyed, Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction, notify Tenant in writing that it elects not to so reconstruct or restore the Center, as applicable, in which event this Lease shall cease and terminate as of the date of such destruction.

(c) In the event of reconstruction and restoration as herein provided, Minimum Rent payable hereunder shall be thereafter abated proportionately with the degree to which Tenant's use of the Leased Premises is impaired during the remainder of the period of reconstruction and

restoration. Tenant shall continue the operation of its business on the Leased Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay all charges due hereunder, except the entire Minimum Rent, shall remain in full force and effect.

(d) In the event of any termination of this Lease in accordance with this Article, the parties shall be released thereby without further obligation to the other party except for the Surviving Obligations. Notwithstanding the foregoing or anything contained herein to the contrary, this Article is subject to the rights of Landlord's lender, if any, under the loan documents between Landlord and its lender.

36. Eminent Domain.

(a) If all or substantially all of the Leased Premises is condemned or taken in any manner for public or quasi-public use, including but not limited to, a conveyance or assignment in lieu of the condemnation or taking (collectively, a "Condemnation"), this Lease shall automatically terminate as of the earlier of the date on which actual physical possession is taken by the condemnor or the date of dispossession of Tenant as a result of such Condemnation. If less than all or substantially all of the Leased Premises is so condemned, taken, or conveyed or assigned in lieu thereof, this Lease shall automatically terminate only as to the portion of the Leased Premises so taken as of the earlier of the date on which actual physical possession is taken by, or conveyed or assigned to the condemnor or the date of dispossession of Tenant as a result of such Condemnation. If a portion of the Center not including the Leased Premises is condemned, taken, or otherwise conveyed or assigned in lieu thereof so as to require, in the opinion of Landlord, a substantial alteration or reconstruction of the remaining portions thereof, this Lease may be terminated by Landlord, as of the date on which actual physical possession is taken by the condemnor or dispossession of Tenant as a result of such Condemnation, by written notice to Tenant delivered within sixty (60) days following notice to Landlord of the date on which such physical possession is taken or dispossession will occur.

(b) Landlord shall be entitled to the entire award in any proceeding for a Condemnation for public or quasi-public use, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or total taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in such Condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof. Although all damages in the event of any Condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemnor, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of damages to Tenant's business by reason of the Condemnation and for or on account of any cost or loss incurred by Tenant in connection with removal of Tenant's merchandise, furniture and other personal property, fixtures, and equipment or for the interruption of or damage to Tenant's business, so long as such recovery does not diminish Landlord's award.

(c) In the event of a partial Condemnation that does not result in a termination of this Lease as to the entire Premises, Minimum Rent and all other charges shall abate in proportion to the portion of the Leased Premises taken by or conveyed or assigned in lieu of such Condemnation. If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Article, all charges payable by Tenant to Landlord hereunder and attributable to the Leased Premises taken shall be paid up to the date upon which actual physical possession shall be taken by or assigned or conveyed to the condemnor. If all or any portion of the Leased Premises is condemned or taken for public or quasi-public use, or conveyed or assigned in lieu thereof, for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all terms, conditions and covenants of this Lease; provided, however, Minimum Rent and all other charges payable by Tenant to Landlord hereunder shall abate during such limited period in proportion to the portion of the Leased Premises that is rendered untenable and unusable as a result of such condemnation or other taking.

37. Liquor License. No alcoholic beverages shall be sold upon the Leased Premises unless proper licenses have been obtained. If applicable, Tenant shall keep and maintain the liquor license for the Leased Premises during the Term and any Option Period of this Lease and shall not permit anything to be done in or about the Leased Premises which will in any way conflict with or violate any rules or regulations governing the issuance and maintenance of the liquor license. Tenant shall pay all taxes and fees relative to same prior to delinquency and file or maintain all documentation as required from time to time by any governmental entities governing same and comply with all Applicable Laws. If there is a violation of any rules or regulations described herein which does not result in a revocation or termination of any liquor license issued in conjunction with the Leased Premises, Tenant shall immediately comply with all requirements for compliance, take all steps reasonably necessary to prevent a subsequent violation thereof, and deliver written evidence reasonably satisfactory to Landlord of Tenant's compliance herewith. In the event that Tenant's rights to possession of the Leased Premises are terminated or expire for any reason, then Tenant agrees that the liquor license, if any, shall not be terminated without Landlord's express written consent and Tenant shall cooperate with Landlord in the transfer of such license to Landlord or its designee, at Landlord's election.

38. Tenant's Authority. If Tenant executes this Lease as a partnership, corporation or limited liability company, then Tenant and the persons and/or entities executing this Lease on behalf of Tenant represent and warrant that: (a) Tenant is a duly organized and existing partnership, corporation or limited liability company, as the case may be, and is qualified to do business in the state in which the Building is located; (b) such persons and/or entities executing this Lease are duly authorized to execute and deliver this Lease on Tenant's behalf; and (c) this Lease is binding upon Tenant in accordance with its terms. Tenant shall provide to Landlord a copy of any documents reasonably requested by Landlord evidencing such qualification, organization, existence and authorization within ten (10) days of Landlord's request.

39. Effective Date. For purposes of this Lease, the "**Effective Date**" means the date on which this Lease is executed by the last of Landlord or Tenant and a fully executed copy thereof is delivered by the last party executing this Lease to the other party.

40. Time of the Essence. Time is of the essence with respect to performance of every provision of this Lease in which time or performance is a factor.
41. Counterparts. This Lease may be executed in counterparts and, when counterparts of this Lease have been executed and delivered by both of the parties hereto, this Lease shall be fully binding and effective, just as if both of the parties hereto had executed and delivered a single counterpart hereof. Without limiting the manner in which execution of this Lease may otherwise be effected hereunder, execution by either party may be effected by facsimile or email pdf transmission of a signature page hereof executed by such party.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby have executed this Lease under their respective hands and seals as of the day and year first above written.

LANDLORD:

GSB Greeley, LLC,
a Colorado limited liability company

By: 
Name: Patrick Hepp
Title: Owner

[TENANT'S SIGNATURE FOLLOWS ON NEXT PAGE]

TENANT:

Georgia Boys BBQ – Greeley, LLC,
a [Colorado limited liability company]

By: DocuSigned by: Matt Alexander
Name: E3622D6C40B3440 Matt Alexander
Title: Owner

By: DocuSigned by: Nick Reckinger
Name: 169B0C6149E714E2 Nick Reckinger
Title: Owner

EXHIBIT A
LEGAL DESCRIPTION

Lot 13 Town Of Frederick AMD A

{00047386 - 1 }

02712960.2

EXHIBIT A-1
SITE PLAN OF LEASED PREMISES

{00047386 - 1 }

02712960.2

EXHIBIT B

FORM OF COMMENCEMENT DATE CERTIFICATE

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate ("Certificate") is executed this _____ day of _____, 20__, by _____, a _____, as "Landlord", and by _____, a _____, as "Tenant". With respect to and forming a part of that certain Lease (the "Lease") dated _____, 20__, for the "Leased Premises", as defined therein and with all capitalized words herein having the same meaning as described in the Lease.

WITNESSETH

WHEREAS, the parties desire to reaffirm and/or amend and certify certain provisions of the Lease; and

WHEREAS, the parties desire that the matters set forth herein be conclusive and binding on the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Rent Commencement Date of the Lease is deemed and agreed to be _____, 20__, and the Term shall continue through _____, 20__ unless sooner terminated pursuant to the terms of the Lease. Tenant's obligation to pay Tenant's Proportionate Share of Operating Expenses shall commence upon the Rent Commencement Date.
2. By execution hereof, Tenant acknowledges and agrees that all Landlord's Work has been Substantially Completed and Tenant hereby accepts the Leased Premises, subject, however, to the terms and provisions of the Lease.
3. Except as may be amended herein, all terms and conditions of the Lease shall continue in full force and effect and are hereby republished and reaffirmed in their entirety.
4. This Certificate shall be binding upon and may be relied upon by the parties hereto and their respective legal representatives, successors and assigns.

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

LANDLORD:

TENANT:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D

RULES AND REGULATIONS

1. Tenant, at Tenant's sole cost and expense, shall be responsible for all snow and ice removal within the Leased Premises. Tenant shall ensure that said snow and ice removal is completed in a diligent and commercially reasonable manner when necessary. Landlord, at Landlord's option, may require that Tenant enter into an agreement with a contractor approved by Landlord for the completion of said work.
2. Tenant, at Tenant's sole cost and expense, shall be responsible for all weed removal within the Exterior Area. Tenant shall ensure that said weed removal is completed in a diligent and commercially reasonable manner when necessary. Landlord, at Landlord's option, may require that Tenant enter into an agreement with a contractor approved by Landlord for the completion of said work.
3. Tenant shall not obstruct any sidewalks, exits, entrances or stairways of the Building. Tenant and no employee, invitee, agent, licensee or contractor of Tenant shall go upon or be entitled to use any portion of the roof of the Building without the prior written consent of Landlord.
4. No outside storage on the Leased Premises shall be allowed by Tenant. Tenant shall obtain Landlord's prior written approval, which may be withheld in Landlord's sole and absolute discretion, before installing any equipment or antennas on or making any penetration of the exterior walls or roof of the Building.
5. Tenant shall not cause, maintain or permit any nuisance or odor in, on or about the Leased Premises, nor commit any waste therein or thereon. Tenant shall not use or permit to be used any part of the Leased Premises for any dangerous, noxious or offensive trade or business. Tenant shall not use or permit the use of the Leased Premises or any part thereof as living or sleeping quarters.
6. Tenant shall not do or permit to be done in, on or about the Leased Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; (c) which will cause cancellation of any insurance on the Leased Premises; or (d) which will increase the rate of any insurance on the Leased Premises.
7. Tenant shall not conduct any auction, fire, bankruptcy, liquidation or going-out-of-business sales upon the Leased Premises or the Center.
8. Tenant agrees and covenants that nothing shall be done or kept in the Building or on the Premises and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises that might (a) impair the structural soundness of the Building or the Premises, (b) result in an overload of electrical lines serving the Building or cause excessive tripping of circuit breakers, (c) interfere with any telephone lines or equipment or any other electric or electronic equipment in the Building or on any adjacent property nearby, (d) place excessive demands on or exceed the capacity of the water or sewer lines serving the Building, or (e) in any

other way overload any portion of the Premises, the Building or any equipment or facilities serving the same.

9. It shall be Tenant's sole and exclusive responsibility to meet all fire regulations of any governmental unit having jurisdiction over the Leased Premises as such regulations affect Tenant's operations, at Tenant's sole expense.

10. The size, design and manner of installation of all signs by Tenant shall be subject to the prior written approval of Landlord and Applicable Laws.

EXHIBIT E

LANDLORD AND TENANT'S WORK

Landlord to perform the following building improvements in accordance with mutually accepted building plans and a total improvement budget of up to \$150,000:

- a. Bar Addition
- b. Addition of 1-6ft type 1 hood
- c. Upgrade existing 15 ft type 11 hood to a type 1 hood
- d. Demo existing pit smoker and cover existing line kitchen walls with stainless and finish floor to meet health department standards.
- e. General Maintenance and clean up.

EXHIBIT G

PERSONAL GUARANTY OF LEASE

FOR VALUE RECEIVED, and in consideration of and as an inducement for GSB Greeley, LLC, a Colorado Limited Liability Company, ("**Landlord**") to execute and deliver that certain Lease Agreement dated May 28, 2021 ("**Lease**"), by and between Landlord and Georgia Boys BBQ – Greeley, LLC, a Colorado Limited Liability Company, ("**Tenant**"), a copy of which the undersigned acknowledges having received, the undersigned, ("**Guarantor**"), hereby covenants and agrees with Landlord as follows in this guaranty (this "**Guaranty**"), and with all capitalized words herein having the same meaning as described in the Lease:

1. Guarantor hereby unconditionally and irrevocably guarantees to Landlord for the Term the full and prompt payment by Tenant of all Rent (as such term is defined in the Lease) and all other sums, costs, expenses, charges, late charges, default interest, payments, indemnification payments by Tenant to Landlord required under the Lease, and deposits, as well as all sums payable to Landlord as damages arising from an uncured event of default under the Lease, including, without limitation, all attorneys' fees, costs and disbursements incurred by Landlord or caused by such default (collectively hereinafter referred to as "**Rent**"). Guarantor hereby guarantees that each and all of the foregoing will be paid in full when due in accordance with the Lease. Guarantor hereby further guarantees that, in addition to paying all sums described herein and in the Lease, Tenant will faithfully perform and observe each and every term, covenant, and condition of the Lease to be performed or observed by Tenant during the Term, or any renewals thereof.
2. This Guaranty is an unconditional, irrevocable and absolute guaranty of payment (and not of collection) and performance. Guarantor's liability shall be primary and not derivative or secondary. If for any reason any provision of the Lease shall not be completely and strictly performed or observed by Tenant as required thereby beyond any applicable notice and cure periods, or if any item of Rent shall not be paid when due in accordance with the provisions of the Lease beyond any applicable notice and cure periods, Guarantor agrees to promptly perform or observe, or cause the performance or observance of each such provision, and will pay, within fifteen (15) days after receipt of written request therefore, all such items or Rent to the person entitled thereto pursuant to the provisions of the Lease, in all cases regardless of whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person to compel any such performance or observance or to collect the item(s) of Rent either pursuant to the provisions of the Lease, or at law, or in equity, and regardless of any other condition or contingency. Guarantor also agrees to pay to Landlord, within thirty (30) days after receipt of written request therefore, the reasonable costs and expenses (including attorneys' fees) incurred by Landlord for collecting or attempting to collect any item(s) of Rent or otherwise enforcing the Lease against Tenant or collecting under or enforcing this Guaranty.
3. This Guaranty shall be a continuing Guaranty, and Guarantor's obligations under this Guaranty shall in no way be affected, diminished, terminated or impaired by reason of the happening at any time of any of the following with respect to either the Lease or the Guaranty,

even if such happening occurs without notice to or consent of Guarantor: (a) the waiver by Landlord or its successors or assigns of the performance by Tenant of any obligation under, or provision(s) of, the Lease; (b) the extension of the time for payment by Tenant of any item(s) of Rent, or any other sums payable there under, or of the time for performance by Tenant of any other obligations under the Lease or this Guaranty; (c) Landlord's taking or failing to take any action(s) referred to in the Lease; (d) the failure, omission, or delay of Landlord to enforce, assert, or exercise any right, power, or remedy conferred on Landlord in the Lease or this Guaranty or by law or any action on the part of Landlord granting indulgence or extension in any form; (e) the voluntary or involuntary bankruptcy of Tenant or the liquidation, dissolution, sale, or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, trusteeship or similar proceeding affecting Tenant, or the disaffirmance of the Lease in any such proceeding; (f) any assignment, renewal, modification, amendment or extension of the Lease, (g) any modification or waiver of or change in any of the terms, covenants or conditions of the Lease by Landlord and Tenant; or (h) the receipt and acceptance by Landlord of notes, checks, or other instruments for the payment of money made by Tenant or others, except for regular payments of Rent and other obligations when due, or any extensions or renewals thereof. Furthermore, in the event of rejection or disaffirmance of the Lease by Tenant or Tenant's trustee in bankruptcy pursuant to the United States Bankruptcy Code or any other law affecting creditors' rights, Guarantor will assume all obligations and liabilities of Tenant under the Lease, to the same extent as if Guarantor had been originally named instead of Tenant as a party to the Lease and there had been no rejection or disaffirmance; and Guarantor will confirm such assumption in writing at the request of Landlord on or after such rejection or disaffirmance. Guarantor, upon such assumption, shall have all rights of Tenant under the Lease (to the extent permitted by law). Without limiting the generality of the foregoing, should Landlord be obligated by any bankruptcy or other law to repay to Tenant or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Landlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

4. Guarantor hereby waives: (a) the acceptance of this Guaranty; (b) notice of nonpayment, nonperformance or nonobservance of any provision of the Lease or obligation of Tenant thereunder, or any breach thereof by Tenant, or the failure to satisfy any obligations or liabilities contracted or incurred by Tenant; (c) notice of execution and delivery of the Lease; and (d) any other notice or demand to which Guarantor may otherwise be entitled.

5. Until all the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts or performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

6. This Guaranty may be enforced and shall be governed by and construed in accordance with the laws of the State of Colorado.

7. This Guaranty is direct and immediate and may be enforced without prior resort by Landlord to any right of dispossession or other remedies it may have under the Lease or against Tenant or any other person or against any security or collateral and without the necessity of any suit or proceedings by Landlord of any nature whatsoever against Tenant. Guarantor's obligations under this Guaranty are independent of the obligations of Tenant, and a separate action or actions may be brought or prosecuted against Guarantor, whether or not action is brought against Tenant or whether or not Tenant is joined in such action or actions. Notwithstanding the foregoing, Guarantor may be joined in any action against Tenant in connection with the Lease and recovery may be had against Guarantor in such action.

8. This Guaranty shall continue in effect until all obligations of Guarantor to Landlord under this Guaranty are fully and finally paid, performed and discharged and are not subject to any bankruptcy preference period or any other disgorgement.

9. Except as may otherwise be provided in this Guaranty, this Guaranty may not and cannot be cancelled, terminated, modified, or amended except by a written agreement executed by Landlord and Guarantor. Any attempted cancellation, termination, modification, or amendment without such agreement executed and delivered by Landlord shall be void.

10. No delay on the part of Landlord in exercising any right, power or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege. Without limiting the generality of the foregoing, no waiver by Landlord of the payment by Guarantor of any of its obligations contained in this Guaranty, or any extension of time for the payment by Guarantor of any such obligations, shall affect or impair this Guaranty or constitute a waiver or relinquishment of any rights of Landlord for the future. No action brought under this Guaranty against Guarantor and no recovery had in pursuance thereof shall be any bar or defense to any further action or recovery which may be brought or had under this Guaranty by reason of any further default(s) of Tenant.

11. All the provisions of this Guaranty shall inure to the benefit of Landlord and its grantees, successors, and assigns, and shall inure to the benefit of any future owner of the fee title of which the Premises are a part and shall inure to the benefit of any lessee to whom the property shall have been leased contemporaneously with a transfer of fee title (a so called "sale and leaseback transaction"); and all the provisions of this Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors and assigns.

12. This Guaranty shall be in effect with respect to any and all renewals, extensions, or continuations of the Lease whether or not the Lease provides for or permits such renewals, extensions, or continuations, and whenever such renewals, extensions, or continuations shall commence, and whether such renewals, extensions, or continuations shall be pursuant to a renewal, extension, or continuation agreement incorporating all or part(s) of the Lease by reference or shall

be pursuant to a new and separate lease agreement. The provisions of this Guaranty shall also apply with respect to such period(s) of time that Tenant holds over, until the Premises has been surrendered in accordance with the provisions of the Lease.

13. As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor hereby covenants and agrees that in any action or proceeding brought by Landlord on, under or by virtue of this Guaranty or arising out of the terms, covenants and provisions of this Guaranty or of the Lease, Guarantor shall and hereby does waive trial by jury.

14. If this Guaranty is signed by more than one person or entity as Guarantor, then the persons and/or entities are jointly and severally referred to herein as Guarantor and each such person or entity shall be jointly and severally liable for all of the obligations of Guarantor.

15. All of Landlord's rights and remedies under the Lease and under this Guaranty shall be distinct, separate and cumulative and no such right or remedy shall be exclusive of, or a waiver of, any of the others.

16. Any notice sent by Guarantor to Landlord or by Landlord to Guarantor shall be sufficient if sent in accordance with the terms and conditions of the Lease.

17. Guarantor warrants and represents to Landlord that (a) Guarantor is duly authorized to execute and deliver this Guaranty, which is enforceable in accordance with its terms, and (b) the making and performance of this Guaranty by Guarantor will not result in any breach of any term, condition or provision of, or constitute a default under, any contract, agreement or other instrument to which Guarantor is a party of by which Guarantor may be bound, or result in a breach of any regulation, order, writ, injunction or decree of any court or any commission, board or other administrative agency entered in any proceeding to which Guarantor is a party or by which Guarantor may be bound.

IN WITNESS WHEREOF, Guarantor has made and entered into this Guaranty to be effective as of the 28 day of May, 2021.

GUARANTOR:

DocuSigned by:
By: Matt Alexander
Print: Matt Alexander
Its: Owner

DocuSigned by:
By: Nick Reckinger
Print: Nick Reckinger
Its: Owner

ADDENDUM 1

OPTION TO EXTEND

Tenant shall have the option (the "**Option**") to extend the Term of the Lease for one (1) additional period of five (5) years (the "**Option Period**"), subject to the following terms and conditions:

A. Tenant may exercise the Option by giving Landlord written notice of Tenant's intent to exercise such Option (the "**Exercise Notice**") at least one Ninety (90) days prior to the expiration of the original Term.

B. At the time of exercise, (i) an Event of Default under the Lease has not occurred and is continuing; and (ii) Tenant is operating a business in the Leased Premises in accordance with the Permitted Use.

C. If within any 12-month period during the Term, an Event of Default shall have occurred under the Lease in the payment of Rent thereunder more than two (2) times, and Landlord shall have served Tenant within said 12-month period two (2) or more notices of Tenant's failure to pay Rent, Landlord may, at Landlord's sole and absolute discretion, cancel and void the applicable Exercise Notice by delivering written notice of such cancellation to Tenant, in which event the Option shall be void and canceled, and the Lease shall terminate at the end of the original Term.

D. All other terms and conditions of the Lease shall remain unchanged and apply during the Option Period except that Minimum Rent shall be as set forth as follows.

(a) The Minimum Rent for the first year of the Option Period shall be determined by fair market value, which shall be the then fair market minimum rent in the Frederick, Firestone area for similar space (the "**Fair Market Value**"). If Tenant properly exercises the Option as set forth above, Landlord shall deliver to Tenant its computation of the Fair Market Value for Minimum Rent for the Option Period (the "**Fair Market Minimum Rent**"). Tenant shall notify Landlord within ten (10) days after it receives Landlord's computation of the Fair Market Minimum Rent if it disagrees with Landlord's computation. If Tenant gives such a notice and Landlord and Tenant cannot agree upon the Fair Market Minimum Rent within ten (10) days thereafter despite diligent efforts, then Landlord and Tenant shall select a certified commercial real estate appraiser ("**Appraiser**") to determine the Fair Market Minimum Rent, and if they cannot agree upon a single Appraiser, then within ten (10) days thereafter Landlord and Tenant shall each designate an Appraiser, and those two Appraisers shall make their determination of the Fair Market Minimum Rent by a letter of rent determination (rather than a formally certified appraisal) independently and shall deliver their determination in writing to both Landlord and Tenant

within ten (10) days of their selection. The average of their two numbers shall be the Fair Market Minimum Rent.

(b) The Fair Market Minimum Rent so determined for the first year of the Option Period shall be binding on Landlord and Tenant. The consulting fee, if any, charged by the Appraisers shall be paid as follows: (1) if the parties agree upon an Appraiser or if the two Appraisers select a third Appraiser, the fee, if any, that the parties mutually agree to pay those Appraisers shall be shared equally by them, and (2) if the parties select a different Appraiser, the party who selects the Appraiser shall pay the fee, if any, of that Appraiser.

(c) If the Fair Market Minimum Rent has not been determined as of the date the Option Period begins, then Tenant shall continue to pay the same Minimum Rent it was paying for the last Lease Year of the Term until the applicable Fair Market Minimum Rent is determined, at which time Tenant shall begin to pay the applicable Fair Market Minimum Rent and shall promptly pay any difference between the Minimum Rent it has paid during the Option Period and the applicable Fair Market Minimum Rent.

(d) The Option Period lease rates shall also be annually increased by three percent (3%). Within ten (10) days after determining the Fair Market Minimum Rent for the Option Period as provided above, Landlord and Tenant shall execute an addendum setting forth such Fair Market Value.

E. If the Option is not timely exercised, Tenant's right to extend shall expire and the Lease shall terminate at the end of the original Term. The Option right set forth in this Addendum is personal to Tenant, and the Option shall automatically terminate and be of no further force and effect if Tenant assigns its rights under this Lease or sublets the Leased Premises.

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: 10/1/21

Name: Georgia Boys BBQ - Greeley, LLC

Address: 2473 W 28th St\n\nGreeley, Colorado
80634-8011

Sales Tax Account Number: 94991522

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

Wage Withholding Account Number: 94991522

Wage Withholding Filing Frequency: Quarterly (\$1 to \$6,999/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

Articles of Organization for a Limited Liability Company
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Georgia Boys BBQ - Greeley, LLC

The principal office street address is 250 3rd Ave.
Longmont CO 80501
US

The principal office mailing address is 250 3rd Ave.
Longmont CO 80501
US

The name of the registered agent is Matthew W Alexander

The registered agent's street address is 250 3rd Ave.
Longmont CO 80501
US

The registered agent's mailing address is 250 3rd Ave.
Longmont CO 80501
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Managers

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

Person(s) forming the limited liability company

Matthew W Alexander
250 3rd Ave.
Longmont CO 80501
US

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., and, if

applicable, 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.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Matthew W Alexander
250 3rd. Ave.
Longmont CO 80501
US

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,

Georgia Boys BBQ - Greeley, LLC

is a

Limited Liability Company

formed or registered on 05/10/2021 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 20211446231 .

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 10/29/2021 @ 14:11:27 .

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 10/29/2021 @ 14:11:27 in accordance with applicable law. This certificate is assigned Confirmation Number 13548988 .



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."

**OPERATING AGREEMENT
OF
GEORGIA BOYS BBQ - GREELEY, LLC**

This Operating Agreement (this "Agreement") of Georgia Boys BBQ - Greeley, LLC, a Colorado limited liability company (the "Company") is entered into effective as of May 10, 2021, by Matthew Alexander and Nickolas Reckinger and each of the additional persons that execute this Agreement as "Members" from time to time, as the members of the Company (each, a "Member") and Matthew Alexander and Nickolas Reckinger, as the initial managers of the Company (each, a "Manager"). The Members and the Manager agree as follows:

1. The Limited Liability Company.

1.1 Formation. The Company was originally formed as a limited liability company by the filing of articles of organization under the Colorado Limited Liability Company Act (the "Act") on May 10, 2021. The name of the Company shall be Georgia Boys BBQ - Greeley, LLC and the Company shall do business under such other trade names as the Managers shall determine from time to time.

1.2 Articles of Organization. Articles of organization that comply with the requirements of the Act have been properly filed with the Colorado Secretary of State. In the future, the Managers shall execute such further documents and take such further action as shall be appropriate or necessary to comply with the requirements of law for the formation and operation of a limited liability company in all states and localities where the Company elects to carry on its business.

1.3 Purpose. The purpose and business of the Company shall be to own and operate a restaurant in Greeley, Colorado, , and to carry out all of the activities necessary and appropriate to operating such business and any and all additional activities as may be determined by the Managers and as may legally be exercised by a limited liability company under the Act.

1.4 Principal Office; Agent. The principal office of the Company shall be at 250 3rd Avenue, Longmont, Colorado 80501, unless and until changed by the Managers. The Company's initial registered office and the name of the registered agent at such address are as set forth in the Articles of Organization. The registered office and registered agent may be changed from time to time by the Managers by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State pursuant to the Act.

2. Membership Interests; Capital Contributions. The membership interests in the Company shall be represented by "Units" of membership interest. Each Member shall be entitled to one vote per Unit on matters that come before the Members for a vote. Any person to whom Units are transferred without compliance with Section 6 shall be only an assignee of the Units, shall hold only an economic interest in the Units, and shall not be a Member for purposes of voting or any other purpose under this Agreement. Except where a greater number is specifically required by the terms of this Agreement, the vote, approval or consent of the Members shall mean the vote, approval or consent, as the case may be, of Members holding at least a two-thirds of the Units.

The Members have made capital contributions to the Company as set forth on the Company's books and records from time to time, and the Units held by each of them are as set forth on Exhibit A, as updated by the Managers from time to time. Capital contributions shall be expended in furtherance of the business of the Company. All costs and expenses of the Company shall be paid from its funds. No interest shall be paid on capital contributions. At any time that the Managers determine that the Company requires

additional cash for the business of the Company, the Managers may cause the Company to issue additional Units or may require the Members to contribute additional capital to the Company, pro rata in accordance with their respective Units. Each holder of Units will have the right participate in any such issuance of Units, pro rata according to their Units held, at the price and on the terms generally offered by the Company to investors, and will have the obligation to make additional capital contributions as approved in accordance with this Agreement.

3. Distributions.

3.1 Generally. Subject to Sections 3.2 and 3.3, the Company shall make distributions to the Members at such times and in such amounts as the Managers may determine, and subject to such cash reserves as the Managers shall determine to be appropriate for the Company from time to time. All such distributions shall be made to the Members pro rata in accordance with their respective Units.

3.2 Distributions of Sale Proceeds or upon Liquidation. All distributions made in connection with the sale of any material portion of the Company's assets or liquidation of the Company, shall be made:

- (a) after (i) payment of the Company's debts and liabilities to the extent related to the sold assets, or (ii) upon liquidation, (A) the payment of all of the Company's debts and liabilities and the expenses of liquidation, and (B) establishing such reserves as the Manager, acting as liquidator (in accordance with Article 8) reasonably may deem necessary for any contingent liabilities of the Company; and
- (b) thereafter, (i) to the holders of Units, pro rata in accordance with their respective capital contributions to the Company, until they have been repaid the full amount of their capital contributions; and (ii) the remainder, to the holders of Units, pro rata in accordance with their respective Units.

3.3 Limitation on Distributions. No distribution shall be made to the Members pursuant to this Article 3 to the extent that such distribution would: (i) cause the Company to be insolvent; (ii) render the Company liable for a return of such distribution under applicable law; or (iii) violate any applicable law or any agreement to which the Company is a party.

4. Allocation of Profit and Loss. Profits or losses of the Company shall be determined for each Company fiscal year and for such other periods as may be required, consistent with the requirements for maintaining capital accounts set forth in Internal Revenue Code Section 704 and the Regulations thereunder and otherwise under the Internal Revenue Code. All profits and losses of the Company shall be allocated to the Members, so that a distribution in accordance with the resulting capital account balances would be, as nearly as possible, in accordance with Section 3.2. The allocations and distributions set forth in this Agreement are intended to comply with the requirements of Internal Revenue Code Section 704 and the Regulations thereunder, and shall be interpreted and applied accordingly, as the Managers shall determine from time to time after consulting with the Company's outside accounting and tax advisers.

5. Management, Actions, Limitation of Liability and Indemnification.

5.1 Management.

(a) Authority. Management of the Company shall be vested in one or more Managers. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts and activities customary or incident to the management of the Company's business, including all such decisions and actions related to the acquisition, ownership, operation, management and disposition of the Company's business. At any time that there is more than one Manager, any such matter agreed upon by a two-thirds majority of the Managers may be carried out by any one Manager, including the execution and delivery of any instrument or document such Manager deems appropriate to such authority. The number of Managers shall be not less than one, as may be determined from time to time by the Members.

The Company initially shall have two Managers, who initially shall be Matthew Alexander and Nickolas Reckinger. Each Manager shall hold office until such Manager resigns or is removed, but in no instance shall there be less than one Manager. A Manager shall be appointed by the written consent of the Members and may be removed only for cause, as set forth below. No Manager shall have an exclusive duty to the Company, and no Manager shall have any duties to the Company other than as required by non-waivable provisions of applicable law.

The Managers may appoint such officers of the Company as they consider to be appropriate from time to time, and shall have the authority to remove and replace such officers in their sole discretion.

(b) Manager's Expenses. Each Manager shall be entitled to reimbursement by the Company for reasonable out-of-pocket costs incurred on behalf of the Company.

(c) Resignation; Removal. A Manager may resign at any time upon not less than sixty (60) days' notice to the Company and the Members. A Manager may be removed only for cause, which shall include only (i) upon a determination of fraud or for an intentional violation or breach of a material provision of this Agreement that, if capable of being cured, is not cured after the Manager having received thirty (30) days' prior written notice of the same, and (ii) within thirty (30) days after such determination, written consent of all of the Members (not including the Manager or any affiliate of the Manager that is a Member) to remove the Manager for cause. The determination of fraud, intentional violation or breach shall be made only by third party with expertise in the Company's line of business, appointed by agreement of the Managers. If the Manager also is a Member, removal of the Manager for cause shall not affect the Manager's rights as a Member.

5.2 Actions Requiring Member Consent. Notwithstanding the foregoing, the following shall require consent of the Managers and prior written consent of all Members:

- (a) Admitting any person as a Member;
- (b) Requesting the appointment of a third party to make the determination described in Section 5.1(c) (provided that the consent of the accused Manager (as a Manager or Member) shall not be required);
- (c) Amending this Agreement; and
- (d) Dissolving the Company.

All Company actions and consents to be taken by any Member or Manager pursuant to this Agreement may be communicated or reflected electronically (including, without limitation, by email) or in writing, and no action need be taken at a formal meeting.

5.3 Limitation of Liability/Indemnification.

(a) Limitation of Liability. No Member, Manager or officer of the Company shall be liable, in damages or otherwise, to the Company for any act or omission performed or omitted to be performed by it pursuant to the authority granted to such Member, Manager or officer of the Company by this Agreement or by the Act unless such act or omission was a violation of its obligations of good faith and fair dealing.

(b) Indemnification.

i. To the fullest extent permitted by the laws of Colorado, the Company shall indemnify and hold harmless each Member, each Manager and each officer (each, an "Indemnitee"), from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts ("Damages") arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the business of the Company, regardless of whether an Indemnitee continues to be a Member, Manager or officer of the Company at the time any such liability or expense is paid or incurred.

ii. Expenses (including reasonable attorneys' fees and disbursements) incurred in defending any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, shall be paid (or caused to be paid) by the Company in advance of the final disposition of such claim, demand, action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it is ultimately determined, by a court of competent jurisdiction from which no further appeal may be taken or the time for any appeal has lapsed (or otherwise, as the case may be), that the Indemnitee is not entitled to be indemnified by the Company as authorized hereunder or is not entitled to such expense reimbursement.

iii. The indemnification provided by Section 5.3(b)(i) hereof shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement or vote of the Members or Manager, as a matter of law or otherwise, both (A) as to action in the Indemnitee's capacity as a Member, as a Manager or as an officer of the Company, and (B) as to action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, administrators and personal representatives of the Indemnitee and shall not be deemed to create any rights for the benefit of any other persons.

iv. Any indemnification hereunder shall be satisfied only out of the assets of the Company, and the Members shall not be subject to personal liability by reason of these indemnification provisions.

v. The Company may purchase and maintain insurance on behalf of one or more Indemnitees and other persons against any liability that may be asserted against, or expense that may be incurred by, any such person in connection with the Company's activities, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Agreement.

vi. An Indemnitee shall not be denied indemnification in whole or in part under this Section 5.3 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies.

6. Limited Rights to Transfer.

6.1 Generally. The following restrictions shall apply to the transfer of any interest in the Company: (i) with notice to the Company, a Member may transfer Units to a trust or other entity for the benefit of the Member or his family, provided that the transferring Member holds management control over such trust or entity; (ii) no other transfer of any interest in the Company shall be permitted without the prior written consent of the Managers, and (iii) every transfer shall be effective only if the transferee assumes the transferor's obligations to the extent of the interest transferred and agrees to be bound by all the terms and conditions hereof, by written instrument, duly acknowledged, in form and substance reasonably satisfactory to the Managers.

6.2 Right of First Refusal. At any time that a Member desires to sell any of its Units for any reason, such Member shall be required to offer its Units for sale first to the Company, and then to the other Members, by written notice provided to the Company and the other Members (the "Offer Notice"). The Offer Notice shall include the purchase price, and the terms of the purchase of the offered Units. The Company shall have a period of twenty (20) days to elect to purchase the offered Units by providing notice to the offering Member and all other Members; if the Company does not choose to purchase the offered Units, the other Members shall have an additional twenty (20) days to elect to purchase the offered Units by providing notice to the all the Members and the Company. If more than one Member elects to purchase any of the offered Units, they shall purchase them pro rata according to their ownership of Units, or as they otherwise agree among themselves. If neither the Company nor any of the other Members elect collectively to purchase all of the offered Units from the offering Member, the offering Member shall be permitted to sell all of the offered Units to a third party on the same terms as provided in the Offer Notice. If such sale is to be on terms that are not the same as those set forth in the Offer Notice, the offering Member shall be required to offer the Units again to the Company and Members on the new terms agreed with the third party.

6.3 Drag-Along. The Members agree that at any time that Members holding at least a two-thirds of the Units desire to sell all or part of their Units to a third party, all Members may be required to participate in the sale of Units, pro rata, so long as the terms applicable to each Unit are substantially similar and the sale price applicable to each Unit is proportionate to the proceeds that would be distributed pursuant to Section 3.2 in respect of each such Unit if the Company were liquidated. Each of the Members agrees to execute and deliver such documents and take such actions as the Managers reasonably determine to be necessary to carry out any sale described in this Section 6.3.

7. Term. The Company shall continue until dissolved by any of the following events:

- (a) the written consent of the Managers and Members pursuant to Section 5.2; or
- (b) any other event causing dissolution of a limited liability company under the Act.

8. Dissolution and Termination.

8.1 Liquidation. Upon the dissolution of the Company, a Manager shall act as liquidator to wind up the Company. As such, the Manager shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner.

8.2 Statement of Dissolution. Upon the completion of the distribution of Company assets as provided in Article 3, the Company shall be terminated and a Manager, acting as liquidator, shall file a statement of dissolution and shall take such other actions as may be necessary to terminate the Company.

9. General Provisions.

9.1 Amendment. This Agreement may be amended by written instrument executed by the Managers and the Members holding at least a two-thirds of the Units and delivered to the Company and all Members. The Managers shall cause Exhibit A to be updated from time to time to reflect any changes in the Members, their capital contributions and/or their Units, and any such update shall not be considered an amendment requiring Member approval pursuant to this Section 9.1.

9.2 Confidentiality. Each Member agrees to hold in confidence and not disclose or use for any unauthorized purpose any confidential and proprietary information it may learn from the Company, including but not limited to information concerning the Company's technology, products, customers, potential customers, any franchise information, and any business or marketing plans; provided that a Member may disclose such information to its own professional advisors so long as they are subject to similar conditions of confidentiality.

9.3 Investor Representations. Each Member agrees that the Membership Interests (inclusive of the Members' Units appurtenant thereto) being issued hereunder to the Members may be securities and that such Membership Interests have been issued without registration under the Securities Act of 1933, as amended (the "Securities Act"), or registration or qualification under any state securities or "Blue Sky" laws, in reliance on exemptions from those registration and qualification provisions. Each Member represents and warrants to the Company that he, she or it has acquired or is acquiring his, her or its Membership Interest for investment purposes and without any view toward or intent to dispose of or distribute such Membership Interest (or any of the Units appurtenant thereto) or any interest therein. Each Member also agrees that, in the absence of an applicable exemption from registration and qualification, neither the Membership Interests, the Units appurtenant thereto, nor any interest therein, may be transferred without registration under the Securities Act and registration or qualification under applicable state securities or "Blue Sky" laws. The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Company and has the ability to bear the economic risks of its investment. The Member has been afforded the opportunity to ask questions of, and receive answers from, the Managers concerning the terms and conditions of the Units issued by the Company, and to obtain additional information necessary to verify the accuracy of any information furnished to it or to which it had access.

9.4 Notices. Any notice required or permitted under this Agreement shall be (i) personally delivered, (ii) sent by overnight courier, or (iii) sent by electronic mail, in each case, clearly identified as notice given pursuant to this Agreement, and shall be considered delivered when delivered personally, the day after sending by overnight courier, and at the time of sending by electronic mail, to the address of the party set forth on the signature page to this Agreement, or such other address as the party may provide to the Company. Notices sent to the Company shall be sent to both of the Managers at the Company's address.

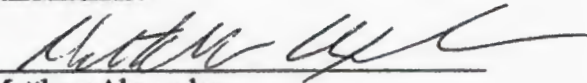
9.5 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, and all of such counterparts together shall be considered a single original. Signatures may be delivered in original, or by .pdf attached to an electronic mail.

[Signature page follows.]

In witness whereof, the Members and the Manager have executed this Agreement to be effective as of the date first above written.

MEMBERS:

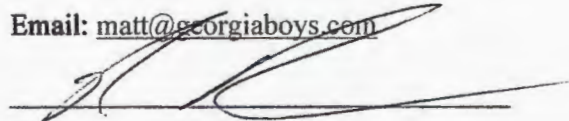


Matthew Alexander

Address:

2289 French Circle
Longmont, CO 80504

Email: matt@georgiaboy.com



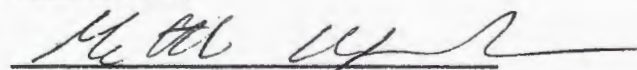
Nickolas Reckinger

Address:

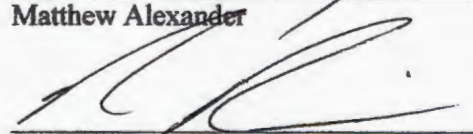
1834 Lashley St
Longmont, CO 80504

Email: nick@georgiaboy.com

MANAGERS:



Matthew Alexander



Nickolas Reckinger

EXHIBIT A

MEMBERS and UNITS as of May 10, 2021

<u>Name</u>	<u>Units</u>
Matthew Alexander	500
Nickolas Reckinger	500
	1,000

EXHIBIT B

JOINDER TO THE
OPERATING AGREEMENT
OF
GEORGIA BOYS BBQ – GREELEY, LLC

With effect as of October 11th, 2021, the investing person named below (the "Investor") does hereby acknowledge and agree to be bound as a Member by the terms and provisions of the Operating Agreement of Georgia Boys BBQ – Greeley, LLC dated as of May 10, 2021, as amended from time to time (the "Company Agreement"). Capitalized terms used and not defined in this Joinder have the meanings ascribed to them in the Company Agreement.

The undersigned acknowledges and agrees that:

- (1) Investor has been provided a copy of the Company Agreement, and understands the rights and obligations of a Member thereunder;
- (2) Investor has been issued and has accepted Five Hundred (500) Units issued by the Company;
- (3) Investor has paid to the Company cash consideration of \$ 50,000 for the Units issued;
- (4) Investor has had the opportunity to request from the Company and has received from the Company all information that Investor deemed necessary for making the determination to purchase the Units; and
- (5) Investor has read and understands the representations set forth in Section 9.3 of the Company Agreement, and specifically represents and warrants to the Company as set forth in such Section.

Intending to be so bound, the undersigned has executed this Joinder as of the date written below.

ERIC WEBER

[Print Name of Investor]

By: Eric Weber

Name: ERIC WEBER

Title: Member

Address for notices:

2051 Zlatan Dr. Apt. 4214
Longmont, CO 80504

Email: eric@georgiaboyz.com

Accepted by the Company:

By: Matthew W. Alexander

Name: Matthew W. Alexander
Manager

**WRITTEN CONSENT OF THE MEMBERS AND MANAGERS OF
GEORGIA BOYS BBQ – GREELEY, LLC,
A COLORADO LIMITED LIABILITY COMPANY**

This written consent is made and entered into as of the 11th day of October, 2021, by the undersigned, being all of the Members and all of the Managers of Georgia Boys BBQ – Greeley, LLC, a Colorado limited liability company (the "Company"). Capitalized terms used and not defined herein have the meanings assigned to them in the Operating Agreement of the Company dated as of May 10, 2021, as amended from time to time (the "Company Agreement").

WHEREAS, the undersigned believe it is in the best interests of the Company to enter into a Membership Interest Purchase Agreement with Eric Weber (the "Purchase Agreement") to be dated on or about October 11th, 2021, pursuant to which the Company will issue to Mr. Weber five hundred (500) Units, on the terms and conditions set forth in the Purchase Agreement.

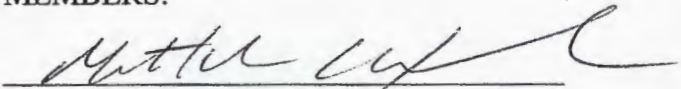
NOW, THEREFORE, the Members and Managers hereby consent and agree:

1. The Purchase Agreement is hereby adopted and approved, and the Company shall enter into and carry out its obligations under the Purchase Agreement and the other documents required under the Purchase Agreement.
2. Upon the execution and delivery to the Company by Mr. Weber of the Purchase Agreement and the other documents required under the Purchase Agreement, including a joinder to the Company Agreement, the Company shall issue 500 Units to Mr. Weber and Mr. Weber shall become a Member of the Company.
3. Schedule A to the Company Agreement and the Company's books and records shall be modified as set forth in the attached Schedule A to reflect the issuance of the Units to Mr. Weber.
4. The Managers are hereby directed and authorized to take any further action needed to carry out the resolutions stated above.

[Signature page follows.]

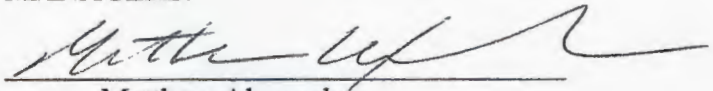
IN WITNESS WHEREOF, the undersigned Members and Managers have executed and delivered this Consent to be effective as stated above.

MEMBERS:


Matthew Alexander


Nickolas Reckinger

MANAGERS:


Matthew Alexander


Nickolas Reckinger

Attachment: Schedule A to the Company Agreement

EXHIBIT A
To Operating Agreement of Georgia Boys BBQ – Greeley, LLC
MEMBERS and UNITS as of October 11th, 2021

<u>Name</u>	<u>Units</u>
Matthew Alexander	500
Nickolas Reckinger	500
Eric Weber	500
Total	1,500

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this "Pledge") is made as of October 11th, 2021, by Eric Weber, a Colorado resident individual ("Grantor"), to and in favor of Georgia Boys BBQ – Greeley, LLC, a Colorado limited liability company (the "Company," and together with its successors and permitted assigns, the "Lender").

WHEREAS, Grantor and the Company are parties to a Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Grantor acquired from the Company units of membership interests in the Company (the "Units"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

WHEREAS, under the provisions of the Purchase Agreement, the Company agreed, subject to the terms and conditions contained therein, to make a loan (the "Loan") to Grantor, as evidenced by the Secured Promissory Note dated of even date herewith issued to Lender (the "Note").

WHEREAS, as a condition precedent to making the Loan, the Company has required that Grantor execute and deliver this Pledge to Lender to secure the prompt and complete performance of all of the obligations and payment of all of the indebtedness under the Note (all such obligations and indebtedness are hereinafter referred to collectively as the "Obligations").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. As used in this Pledge, the following terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Colorado.

"Proceeds" shall mean "proceeds" as such term is defined in the Code and, in any event, shall include, but not be limited to, (i) any and all amounts paid or payable to Grantor for or in connection with any sale, exchange or other disposition of Grantor's Units, including all distributions or other income from any Units and (ii) any and all other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral (as defined below).

2. **Grant of Security Interest**. As security for the prompt and complete payment and performance when due of the Obligations, Grantor hereby grants to Lender a security interest in and pledges to Lender all of Grantor's right, title and interest in and to each of the following (the "Pledged Collateral"):

A. The Units acquired by Grantor from the Company (collectively, the "Pledged Units").

B. As and to the extent provided in Section 5 hereof, all of the present and future rights of Grantor to receive any and all distributions and payments of money or property on account of the Pledged Units or Proceeds therefrom, and whether payable under the Company Agreement or otherwise, in each case subject to Section 5 hereof.

C. As and to the extent provided in Section 5 hereof, all voting rights associated with the Pledged Units.

3. **Representations and Warranties.** Grantor represents and warrants as of the date hereof that Grantor is the sole legal and beneficial owner of each item of the Pledged Collateral, and owns such Pledged Collateral free and clear of any and all liens and claims whatsoever excepted for those granted hereunder.

4. **Covenants.** Grantor covenants and agrees that from and after the date of this Pledge and until the Obligations are fully satisfied:

A. **Further Documentation; Pledge of Instruments.** At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Lender may reasonably deem desirable to obtain the full benefits of this Pledge and of the rights and powers herein granted.

B. **Notices.** Grantor will advise Lender promptly, in reasonable detail, of its knowledge of any lien, security interest, encumbrance or claim made or asserted against any of the Pledged Collateral.

C. **Transfer and Encumbrances.** Grantor will not directly or indirectly sell, pledge, mortgage, assign, transfer, or otherwise dispose of or create or suffer to be created any lien, security interest, charging order, or encumbrance on any of the Pledged Collateral, other than any liens or security interests relating to the Loan or as otherwise expressly permitted in the Company Agreement.

D. **Stay or Extension Laws.** Grantor will not at any time claim, take, insist upon or invoke the benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Pledged Collateral prior to any sale or sales thereof to be made pursuant to the provisions hereof or pursuant to the decree, judgment, or order of any court of competent jurisdiction.

5. **Powers of Grantor.**

A. So long as an "***Event of Default***" (as defined in Section 7 hereof) shall not then exist, Grantor shall be the sole party entitled to exercise for any purpose any and all rights and powers arising from or relating to the Pledged Collateral; provided, however, that Grantor shall not exercise such rights or powers that would be in contravention of the provisions of, or constitute an Event of Default under, this Pledge, the Note or the Purchase Agreement.

- B. During the continuance of an Event of Default, unless Lender indicates to Grantor in writing to the contrary, (i) all rights of Grantor provided in Section 5.A hereof shall cease, and all voting rights and powers and rights to distributions included in the Pledged Collateral or otherwise described in such Section 5.A shall thereupon become vested in Lender as collateral assignee hereunder, and Lender shall thereafter have the sole and exclusive right and authority to exercise such voting rights and powers; (ii) Grantor shall execute such documents and instruments, including but not limited to, statements that Grantor no longer has the right to act as the limited partner with respect to the Pledged Units or otherwise relating to such change as Lender may request; and (iii) Grantor irrevocably waives any claim or cause of action against the Company in dealing directly with Lender following receipt of such written notice from Lender.

6. Lender's Appointment as Attorney-in-Fact.

A. Upon the occurrence of an Event of Default, Grantor hereby irrevocably constitutes and appoints Lender, as Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in such attorney-in-fact's own name, from time to time in the discretion of each such attorney-in-fact during the continuance of an Event of Default, solely for the purpose of carrying out the terms of this Pledge.

7. Events of Default. An "*Event of Default*" shall mean any of the following:

- A. any Event of Default under the Note;
- B. Grantor's failure to perform, observe or comply with any covenant, agreement or term contained in this Pledge;
- C. any representation or warranty made by Grantor in this Pledge or in connection with this Pledge being false, misleading or erroneous when made; or
- D. this Pledge ceasing to be in full force and effect or being declared null and void or the validity or enforceability thereof being contested or challenged by Grantor, or Grantor's denial that he has any further liability or obligation under this Pledge.

8. Remedies, Rights Upon Default.

A. During the continuance of any Event of Default, Lender or Lender's designee may, at Lender's option, elect to become the holder of record with respect to the Pledged Units and Grantor shall execute or cause to be executed all documents necessary to evidence Lender so becoming such holder of record. During the continuance of any Event of Default, Lender or Lender's designee may exercise in addition to all other rights and remedies granted to them in this Pledge and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code.

Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in the Note and the Purchase Agreement, and in particular. Only after so paying over such net proceeds and after the payment by Lender of any other amount required by any provision of law, including the Code, need Lender account for the surplus, if any, to Grantor. To the extent permitted by applicable law, Grantor waives all claims, damages, and demands against Lender arising out of the repossession, retention or sale of the Pledged Collateral except in each case such as arise out of the gross negligence or willful misconduct of Lender. Lender agrees to give such notice as required by the Code to all parties entitled to receive notices on behalf of Grantor pursuant to Section 10 hereof in the case of any public or private sale. Grantor agrees that Lender need not give more (but may not give less) than 15 days' notice (which notification shall be given in the manner provided for notice to Grantor in Section 10 hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Lender agrees that Grantor or any person or entity with an interest in Grantor may, prior to such sale occurring, cause the applicable Pledged Collateral to be vested in the payor, by paying to Lender all (and not less than all) of the Obligations not later than the date which is twelve days after the effective date of such notice.

B. Grantor agrees to pay all costs of Lender, including reasonable attorneys' fees and expenses, incurred with respect to the collection of any of the Obligations or the enforcement of any of Lender's rights hereunder during the continuance of an Event of Default.

C. Grantor hereby waives presentment, demand, or protest (to the extent permitted by applicable law) of any kind in connection with this Pledge or any Pledged Collateral. Except for notices provided for herein or in any other Loan Document, Grantor hereby waives notice (to the extent permitted by applicable law) of any kind in connection with this Pledge.

9. **Limitation on Lender's Duty in Respect of Pledged Collateral.** Lender shall exercise the same duty of care with respect to the Pledged Collateral in its possession or under its control, or in the possession or control of any agent or nominee of Lender (as imposed by law), that it would accord its own similar property.

10. **Notice.** All notices and other communications provided for in this Pledge shall be in writing and provided in accordance with the notice provisions of the Purchase Agreement.

11. **Severability.** Any provision of this Pledge that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **No Waiver; Cumulative Remedies; Modification.** Lender shall not, by any act (other than delivery of a written waiver expressly identifying the matter being waived), delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder. None

of the terms or provisions of this Pledge may be waived, altered, modified or amended except by an instrument in writing, duly executed by the party against whom enforcement is sought.

13. **Successors and Assigns; Governing Law.** This Pledge and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, except that Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Lender and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its respective successors and assigns. The performance and construction of this Pledge shall be governed by the internal laws of the State of Colorado. Neither this Pledge nor anything set forth herein is intended to, nor shall it, confer any rights on any person or entity other than the parties hereto and all third party rights are expressly negated.

14. **Termination.** This Pledge, and the pledges and security interests created or granted hereby, shall terminate when the Obligations shall have been fully paid and satisfied.

15. **Waiver of Subrogation.** Grantor shall not exercise any rights of subrogation as to any of the Pledged Collateral until full and complete payment of the Obligations.

16. **Execution of Counterparts.** This Pledge may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each party agrees to be bound by its own PDF signature, and agrees that it accepts the PDF signature of the other party hereto.

17. **Entire Agreement; No Reliance.** This Pledge sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Pledge, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Pledge other than as are set forth herein or in the Note or the Purchase Agreement.

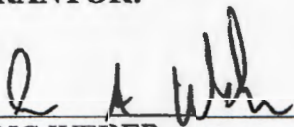
18. **Construction.** Each party to this Pledge and legal counsel to each party have participated in the drafting of this Pledge, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Pledge.

19. **VENUE.** ANY SUIT, ACTION OR PROCEEDING INSTITUTED AGAINST GRANTOR WITH RESPECT TO ANY OF THE OBLIGATIONS, THE PLEDGED COLLATERAL OR THIS PLEDGE MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN WELD COUNTY, COLORADO. BY ITS EXECUTION HEREOF, GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION AND ANY RIGHT OF IMMUNITY ON THE GROUND OF VENUE, THE CONVENIENCE OF THE FORUM OR THE JURISDICTION OF SUCH COURTS OR FROM THE EXECUTION OF JUDGMENTS RESULTING THEREFROM. GRANTOR HEREBY IRREVOCABLY ACCEPTS AND SUBMITS TO THE JURISDICTION OF THE AFORESAID COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Pledge as of the date first above written.

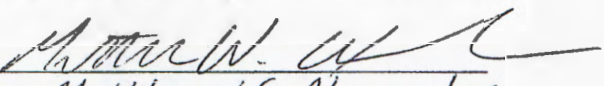
GRANTOR:



ERIC WEBER

Acknowledged by Lender:

GEORGIA BOYS BBQ – GREELEY, LLC

By: 
Name: Matthew W. Alexander
Title: Managing Member

GEORGIA BOYS BBQ - GREELEY, LLC
MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the "Purchase Agreement") is being entered into effective as of October 11th, 2021 (the "Effective Date") by and between Georgia Boys BBQ - Greeley, LLC, a Colorado limited liability company (the "Company"), and Eric Weber, an individual ("Holder"). Capitalized terms used and not defined in this Purchase Agreement shall have the meanings ascribed to them in the Company's Operating Agreement dated May 10, 2021, as amended from time to time (the "Company Agreement").

1. Purchase of Units. Pursuant to this Purchase Agreement, the Holder will purchase five hundred (500) units of membership interest in the Company (the "Units") for a purchase price equal to \$50,000.00 (the "Cash Payment") plus one-third of the additional capital needed to open the Company's business (the "Capital Commitment").

2. Payment of Purchase Price; Issuance of Units. In exchange for (i) Holder's execution and delivery of this Purchase Agreement, (ii) Holder's execution and delivery of a joinder to the Company Agreement in the form attached to this Purchase Agreement, (iii) Holder's execution and delivery of a secured promissory in the form attached to this Purchase Agreement (the "Note"), (iv) Holder's execution and delivery of a pledge agreement in the form attached to this Purchase Agreement (the "Pledge Agreement") and (v) Holder's delivery to the Company of the Cash Payment:

(a) the Company hereby issues to Holder five hundred (500) units of membership interest (the "Units") in the Company, subject to the terms and conditions of this Purchase Agreement, to be effective as of the Effective Date. As of the Effective Date, the Company has outstanding 1,500 (including the Units issued to Holder), and the Units purchased by Holder comprise one third (1/3) of the outstanding Units. The Company shall not be restricted from issuing additional Units to any person, including additional Units or other Units, the issuance of which may dilute the interest of Holder, as provided in the Company Agreement; and

(b) Holder shall be admitted as a Member of the Company and shall have the rights and obligations set forth in the Company Agreement and this Purchase Agreement.

(c) If, as the date that is two (2) years after the Effective Date, Holder's service to the Company continues and the Company's performance is consistent with the Company's and Holder's agreed-upon target performance, Holder shall be appointed a Manager of the Company, and the Company agrees to take such actions as necessary to cause such appointment to be effective.

3. Non-Transferability. Neither this Purchase Agreement nor the Units may be transferred, encumbered, alienated or assigned other than as provided in the Company Agreement. This Purchase Agreement shall be binding upon Holder and its successors and permitted assigns, and shall inure to the benefit of Holder and its successors and assigns.

4. Company Repurchase Option. Upon termination of Holder's service to the Company at any time on or before December 1st, 2022, the Company shall have the option, exercisable by written notice to Holder not more than sixty (60) days following such termination, to purchase Holder's Units as follows:

(a) if the Holder's termination (i) occurs on or before December 1, 2022, due to Holder's death or disability, or (ii) occurs at any time by the Company without cause, the purchase price shall be \$50,000 plus any principal payments on the Note received by the Company prior to the exercise of the Company's option;

(b) if the Holder's termination occurs (i) by the Holder for any other reason or (ii) by the Company for cause, the purchase price shall be as follows:

(i) \$0.00, if the termination occurs on or before April 1, 2022, and Holder has not given the Company at least sixty (60) days prior notice in writing;

(ii) \$25,000 if the termination occurs on or before April 1, 2022, and Holder has given the Company at least sixty (60) days prior notice in writing or the Holder's service is terminated by the Company; and

(iii) \$25,000 if the termination occurs after April 1, 2022 and on or before November 1, 2022, and Holder has not given the Company at least sixty (60) days prior notice in writing;

(iv) \$40,000 if the termination occurs after April 1, 2022 and on or before December 1, 2022, and Holder has given the Company at least sixty (60) days prior notice in writing, or the Holder's service is terminated by the Company.

(c) In each case of the Company's repurchase of the Units, the Note shall be cancelled.

(d) The closing of such purchase shall occur not more than sixty (60) days after the Company's exercise of its option, and the purchase price shall be payable, at the Company's option, at least twenty (20%) in cash and the remainder by delivery of a promissory note, bearing interest at the prime rate plus one percent (1%) and maturing not more than two (2) years after the closing date. The Company may assign its rights under this Section 3 to the other Members of the Company.

(e) For purposes of this Agreement, "cause" shall mean a determination in good faith by the Company's Managers that Holder has committed fraud or an intentional violation or breach of a material provision of this Agreement or the Company Agreement.

5. Entire Agreement; Governing Law. This Purchase Agreement, the Note, the Pledge Agreement and the Company Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes in its entirety all prior undertakings and agreements of the Company and Holder with respect to the subject matter hereof. This Purchase Agreement is governed by the substantive laws but not the choice of law rules of Colorado.

6. No Guarantee of Continued Service. HOLDER ACKNOWLEDGES AND AGREES THAT THIS PURCHASE AGREEMENT DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER TO OR AN EMPLOYEE OF THE COMPANY, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE COMPANY'S RIGHT TO TERMINATE HOLDER'S RELATIONSHIP AS A SERVICE PROVIDER TO THE COMPANY OR EMPLOYEE OF THE COMPANY AT ANY TIME, WITH OR WITHOUT CAUSE.

7. Representations and Warranties. Holder represents and warrants to the Company that the following statements contained in this Section 7 are correct and complete as of the Effective Date and acknowledges and understands that the Company is entering into this Purchase Agreement in reliance on these statements.

(a) Holder has the authority to enter into this Purchase Agreement, and prior to the date hereof, has obtained any consent that may be required in order for it to enter into this Purchase Agreement.

(b) Holder's entering into this Purchase Agreement does not violate any contract or agreement to which Holder is a party, nor any court order or law to which Holder is subject.

(c) Holder confirms that he has read and understands the representations set forth in Section 9.3 of the Company Agreement and specifically makes those representations to the Company.

(d) Holder understands that the Company may not have cash available to make regular distributions to the Members, and that (i) the timing and amount of distributions is in the discretion of the Company's Managers, (ii) the present intention of the Company is (A) to maintain a cash reserve of at least \$100,000, and (B) to distribute not more than 75% of Company profits at any time, and (C) that the Managers will determine cash available for distribution at the end of each 4-week accounting period; and (iii) subject to the foregoing, the Company intends to distribute cash at least sufficient for each Member to pay the tax due on the taxable income allocated to it from the Company.

(e) Holder agrees to notify the Company upon any change in Holder's address set forth in the joinder delivered to the Company with this Agreement.

8. Cancellation for Certain Circumstances. Notwithstanding anything in this Purchase Agreement, the Note, the Pledge Agreement or the Company Agreement to the contrary, in the event (i) the Company's liquor license application is denied or conditioned as a result of information in such application related to Holder, or (ii) the Company's application for an SBA-guaranteed loan is denied or conditioned as a result of information in such application related to Holder, the Company may, by written notice to Holder, cancel in their entirety this Purchase Agreement, the Note and the Pledge Agreement and all transactions contemplated by each of them (collectively the "Purchase Transaction"), with effect as of the Effective Date. If the Company cancels the Purchase Transaction, (A) the Company will promptly repay to Holder his original purchase price plus any principal payments on the Note received by the Company,

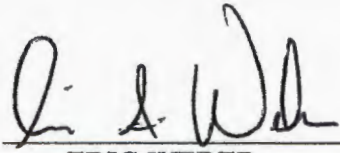
and (B) each of the Company and Holder agree to execute and deliver such additional documents as may be necessary complete the cancellation of the Purchase Transaction.

9. Conflict. In the event of any conflict between this Agreement and the Company Agreement, the terms of this Agreement shall prevail.

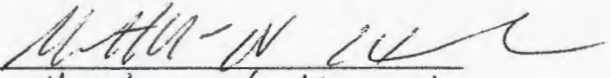
10. Counterparts. This Agreement may be executed in counterparts, which may be delivered in original or electronic form. Such counterparts taken together shall constitute a fully executed original of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned hereby adopt this Purchase Agreement to be effective as of the Effective Date.


ERIC WEBER

GEORGIA BOYS BBQ - GREELEY, LLC

By: 
Name: Matthew W. Alexander
Title: Managing Member

Attachments:

Joinder to Company Agreement
Secured Promissory Note
Pledge Agreement

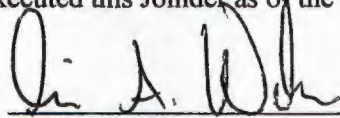
**JOINDER TO THE
OPERATING AGREEMENT
OF
GEORGIA BOYS BBQ – GREELEY, LLC**

With effect as of October 11th, 2021, the undersigned (the “Investor”) does hereby acknowledge and agree to be bound as a Member by the terms and provisions of the Operating Agreement of Georgia Boys BBQ – Greeley, LLC dated as of May 10, 2021, as amended from time to time (the “Company Agreement”). Capitalized terms used and not defined in this Joinder have the meanings ascribed to them in the Company Agreement.

The undersigned acknowledges and agrees that:

- (1) Investor has been provided a copy of the Company Agreement, and understands the rights and obligations of a Member thereunder;
- (2) Investor has been issued and has accepted five hundred (500) Units issued by the Company;
- (3) Investor has paid to the Company cash consideration of \$50,000.00 plus the Capital Commitment (as defined in the Purchase Agreement of even date herewith) for the Units issued;
- (4) Investor has had the opportunity to request from the Company and has received from the Company all information that Investor deemed necessary for making the determination to purchase the Units; and
- (5) Investor has read and understands the representations set forth in Section 9.3 of the Company Agreement, and specifically represents and warrants to the Company as set forth in such Section.

Intending to be so bound, the undersigned has executed this Joinder as of the date written below.



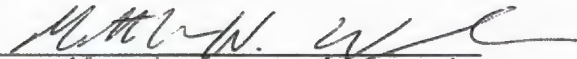
ERIC WEBER

Address for notices:

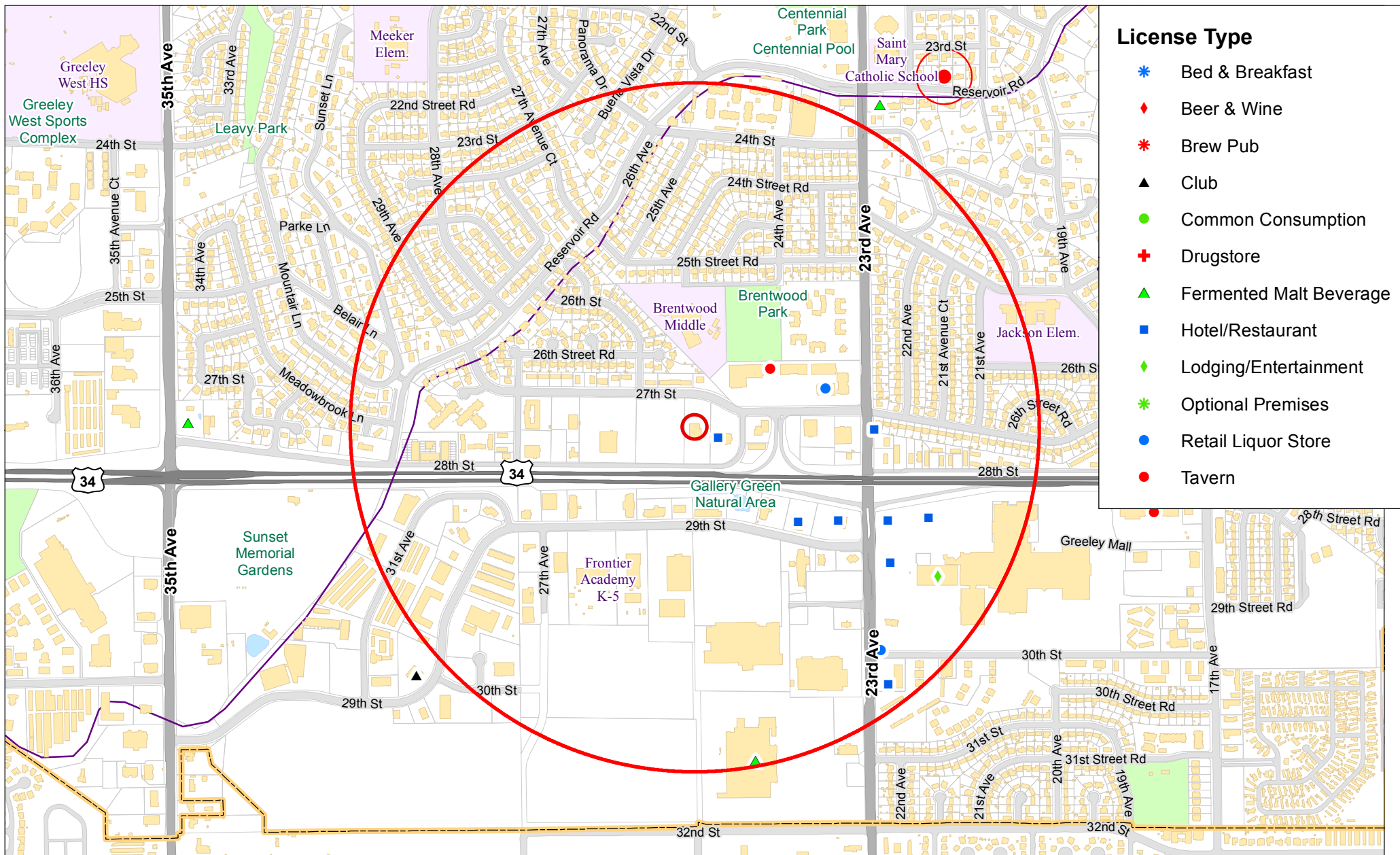
2051 Zlaten Dr Apt A214
Longmont, CO 80504

Email: eric@georgiaboyz.com

Accepted by the Company:

By: 

Name: Matthew W. Alexander
Manager



Site Location
with 1/2 Mile Radius Buffer

Georgia Boys BBQ

2473 West 28th Street, Greeley CO 80634

11/9/2021 - Hotel/Restaurant

All planimetric data was digitized from aerial photographs dated March, 2012. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAS). The information contained within this document is not intended to be used for the preparation of construction documents.



1 inch = 1,000 feet

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited.



**OEDIPUS
PETITIONING**

***Georgia Boys BBQ, Inc.
d/b/a Georgia Boys
BBQ – Greeley, LLC***

**2473 West 28th Street,
Greeley, CO 80634**

**Hotel and Restaurant
Liquor License**



PETITION SURVEYS

Liquor Licensing

Marijuana Licensing

December 1, 2021

Liquor Licensing Authority
Greeley, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
of the Defined Neighborhood in the Application of:

***Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley,
LLC***

2473 West 28th Street, Greeley, CO 80634

Hotel and Restaurant Liquor License

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus Petitioning LLC management, the Oedipus Petitioning LLC contractors were briefed on the application.
2. The contractors carried a clipboard with the following:
 - A. Maps of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petition signature pages allowing individuals contacted to indicate their opinion; and
 - C. A statistics sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on November 18 and 19, 2021 within the neighborhood defined by the Liquor Licensing Authority of Greeley (see maps). The circulation packets have cover maps, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals who were available in areas not posted as “No Soliciting, Private Property/No Trespassing” were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the statistics sheet.
5. Two (2) petition packets (one packet representing businesses and one packet representing residences) were pre-filed electronically and mailed with this Report on December 2, 2021 with Ms. Allie Powell, Assistant City Clerk, to comply with the pre-filing deadline.

PETITION/OPINION POLL RESULTS

1.	<u>Total Doorknocks:</u>		
	Not-at-Homes and/or Business Owners/Managers Not Available	170	
	Not Qualified to Sign	4	
	Neutral to Outcome	0	
	Preferred to Not Participate	23	
	Parties in Interest that Participated	145	
	Deleted Signatures	<u>0</u>	
	Total Base Figure	342	
2.	<u>Qualified Contacts:</u>		
A.	<u>Signatures</u>		
	Signatures Favoring Issuance	144	
	Businesses	46	
	Residences	98	
	Signatures Opposing Issuance	1	
	Businesses	0	
	Residences	1	
	Total Contacts	145	
B.	<u>Breakdown of Reasons of Signatures in Opposition:</u>		
	Not Needed or Desired	0	
	Abhorrence of Alcohol	1	
	Religious Objections	0	
	Usage Objections	0	
	Miscellaneous Reasons	0	
	No Reason Given	<u>0</u>	
	Total Signatures	1	
C.	<u>Breakdown of Signatures Favoring and Opposing:</u>		
	Favoring Issuance (Based on Needs/Desires)	144 = 99.00%	
	Opposing Issuance (Based on Needs/Desires)	0 = 0.00%	
	Abhorrence of Alcohol	1 = 1.00%	
	Religious Objections	0 = 0.00%	

Usage Objections	0	=	0.00%
Other Miscellaneous Reasons	0	=	0.00%
No Reason Given	<u>0</u>	=	<u>0.00%</u>
Total Base Figure	145	=	100.00%

3. Needs and Desires Signatures:

Signatures Favoring Issuance (Based on Needs/Desires)	144	=	100.00%
Signatures Opposing Issuance (Based on Needs/Desires)	<u>0</u>	=	<u>0.00%</u>
Total Base Figure	144	=	100.00%

The petition packets are presented as follows: Cover maps, petitions, and affidavit.

#1 & #2 / Tim Rens / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

N/A NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

RO RELIGIOUS OBJECTIONS:

Individuals opposed to the license application based on religious beliefs/reasons.

OBJ USAGE OBJECTIONS:

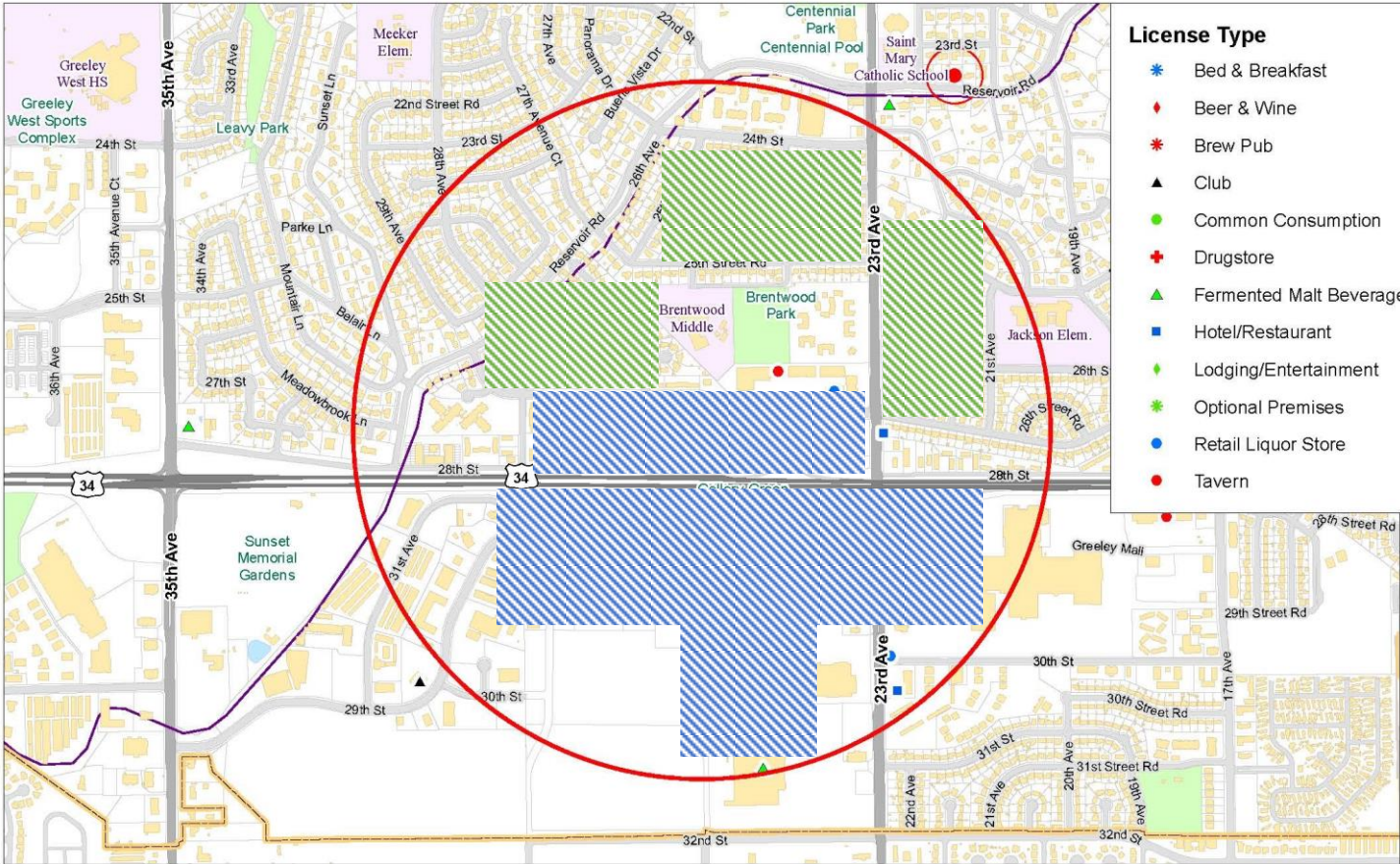
Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

MS MISCELLANEOUS OBJECTIONS:

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the “needs and desires” criteria to existing licensed outlets other than the type of license applied for.

NR NO REASON GIVEN:

Individuals who preferred to not state a reason for opposing.



- BUSINESSES



- RESIDENCES

APPLICANT/TRADE NAME: Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley, LLC

SITE LOCATION: 2473 West 28th Street, Greeley, CO 80634

APPLICATION FOR: Hotel and Restaurant Liquor License

PUBLIC HEARING: Wednesday, December 8, 2021 at 3:30 p.m.

DESIGNATED AREA: As defined above

PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

APPLICANT/TRADE NAME: Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley, LLC
SITE LOCATION: 2473 West 28th Street, Greeley, CO 80634
APPLICATION FOR: New Hotel and Restaurant Liquor License
PUBLIC HEARING: Wednesday, December 8, 2021 at 3:30 p.m. Details on attending the hearing can be requested from the City Clerk listed below.
DEFINED NEIGHBORHOOD: Half-Mile Area Radius Defined by The Liquor Licensing Authority of Greeley (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood (SEE MAP); (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **HOTEL AND RESTAURANT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this **HOTEL AND RESTAURANT LIQUOR LICENSE** be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application.
 [**] If you **oppose and do not support** this application for a **HOTEL AND RESTAURANT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Anissa Hollingshead, cityclerk@greeleygov.com, 970-350-9742.

	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Maricela Ruiz	Owner	Imagen Latin	3000 23rd unit 4	54	11/19/21	☒		
2.		BRAD SPARKS	President	NOCO Cell Repair	3000 23rd Ave #17A	46	11/18/21	☒		
3.		Maria Boldry	Owner	LifeLife Solutions	2308 W. 29th St #103	55	11/19/21			
4.		George Gray	Owner	Private Radio	2308 W 29th St #102	61	11/19/21	☒		
5.		ALFREDO H BALDINE	owner	CIS	2308 W 29th St #202	40	11/19/21	☒		
6.		Reegina Haug	Manager	Dance Factory	2956 W 29th St	29	11/19/21	☒		
7.		Camille Guerrero-Wacker	Manager	Northern Colorado Greed	2956 W 29th St #21	27	11/19/21	☒		
8.		JASON GRAW	Partner	Dark River Svc	2970 W 29th St #18	49	11/19/21	☒		
9.		Kathy A Maine	Owner	Signs First	2986 W. 29th St #8	62	11/19-21	☒		
10.		Seth Hixson	manager	Summit Booking Solution	2986 W 29th St #9	29	11/19/21	☒		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

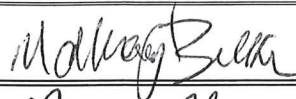
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	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Mallory Becker	Manager	Booz Bros Liquor	2321 W. 27th St #512B	30	11-17-21	X		
2.		Mackenzie Blake	Manager	Epic Egg Willow	2305 W 27th St	22	11/17/21	X		
3.		Disha Summers	Manager	Patio Splash	2305 W 27th St 508B	38	11/17	X		
4.		Joanna Hunter	Executive Director	Good Health Will	2393 W 27th St #528	46	11/17	X		
5.		Mark Rodriguez	Manager	MIDAS	2390 W 28th St	45	11/17	X		
6.		Pete Jones	Manager	Advance Auto Parts	277 23rd Ave	40	11/17	PJ		
7.		Jess Sherr	Manager	Brakes Plus	2107 23rd Ave	37	11/17	X		
8.		Derw Tilton	GM	Old Chicago	2349 W. 29th St	49	11/17	X		
9.		Angel H. Holm	GM	Super 8	2423 W 29th St	41	11/17	X		
10.		Charles Carpenter	GM	Greeley AAMCO	2445 W 29th St	30	11/17	X		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

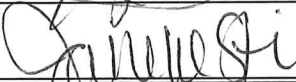
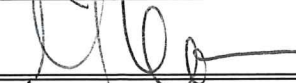
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1.		Amanda Foose	Mgr	Comfort Inn & Suites	2467 W 29th St	27	11-17-21	✓		
2.		Koby Kearney	Mgr	Country Inn & Suites	2501 West 29th	42	11-17-21	✓		
3.		Janelle Stein	mgr	JHOP	2701 W. 29TH ST.	37	11-17-21	✓		
4.		Doreen Carey	mgr	Garberville's	2820 S 31st Ave	45	11/17/21	✓		
5.		Kristen Kuppner	mgr	Red Lobster	2885 23rd Ave	51	11/17/21	✓		
6.		Candi Wood	mgr	FFI Greeley	2401 W 29th St	65	11/17/21	✓		
7.		Micah Elzen	Breder	ABLA	2835 S 31st	49	11/18	✓		
8.		Steve ZOO	owner	Golden Star	2393 W 27th St # 523	42	11/18	✓		
9.		HARRIS ALI	manager	COSMIC MARKET	2730 23rd Ave	31	11/18	✓		
10.		Damon Esposito	owner	Herbals Finest	2721 W 27th St	40	11/18	✓		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

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	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Hugo R Galvan R	owner	3 Margaritas	2297 Greeley Mall Greeley Co 80631	50	11-18-21	✓		
2.		Gilbert Hernandez	GM	Chuck E. Cheese's	2309 Greeley Mall Greeley, CO. 80631	33	11-18-21	✓		
3.		Katherine S Ybarra	GM	VisionWorks	2155 B Greeley Mall 80631	49	11-18-21	✓		
4.		Tate Hageman	GM	Finish Line	255 Greeley Mall	44	11-18-21	✓		
5.		Chaz Baumgardner	SM	SPENCERS	2039 Greeley Mall	28	11/18/21	✓		
6.		Michelle Vickroy	Gm	Hampton Inn	2350 W. 29th St	50	11/18/21	✓		
7.		Dylan Newcomer	Gm	Del Taco	2913 E. Promanase	22	11/18/21	✓		
8.		Jeff Thompson	Gm	Tractor Supply	2015 23rd Ave	59	11-18-21	✓		
9.		Marissa White	AGm	Gold's Gym	3001 S. 23rd Ave.	33	11/19/21	✓		
10.		Nancy Chen	owner	Hot work Express	3000 23rd Ave	41	11/19/21	✓		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

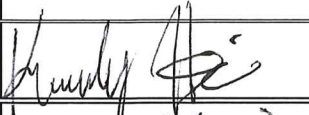
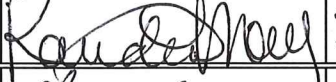
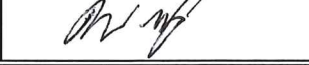
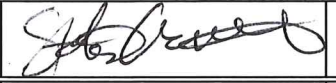
APPLICANT/TRADE NAME: Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley, LLC
SITE LOCATION: 2473 West 28th Street, Greeley, CO 80634
APPLICATION FOR: New Hotel and Restaurant Liquor License
PUBLIC HEARING: Wednesday, December 8, 2021 at 3:30 p.m. Details on attending the hearing can be requested from the City Clerk listed below.
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1.		Kimberly Hein	office manager	Native Auto	2980 W 29th St.	27	12/19/21	X		
2.		John Demmitt	owner	Decor Ink	2985 W 29th St	33	11-19	X		
3.		Randie May	owner	No Flash Ink	2985 W 29th St.	30	11-19	X		
4.		Olivia George	manager	In house dental lab	2985 W 29th St Unit A	29	11/19/21	X		
5.		mike Lull	owner	mike's maonignl Art & Design	3005 W 29th St Ste F-1	43	11/19/21	X		
6.		Stephanie Crabtree	owner	Crabtree Brewing Co	2961 W 29th St	41	11/19/21	X		
7.										
8.										
9.										
10.										

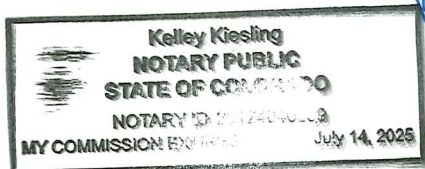
AFFIDAVIT
CIRCULATOR

I, Timothy Rens, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented him/herself to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.

Timothy Rens
Circulator

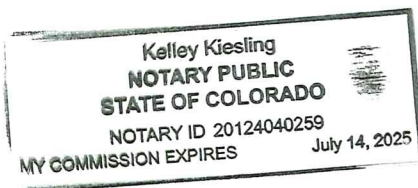
STATE OF COLORADO)
COUNTY OF ^{DENVER} ~~WELD~~) SS.
)

Subscribed and sworn to before me this 2nd day of December, 2021.



Kelley Kiesling
Notary Public

7/14/25
My commission expires



PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

APPLICANT/TRADE NAME: Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley, LLC
SITE LOCATION: 2473 West 28th Street, Greeley, CO 80634
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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.	<i>Janet L. Thoren</i>	Janet L. Thoren	2632 21st Ave Greeley, CO 80631	36	11/17/21		✓	Don't drink - don't like the atmosphere; too Bar-Like
2.	<i>Suzanne Verner</i>	Suzanne Verner	2626 21st Ave Greeley, CO 80631	58	11/17/21	✓		
3.	<i>Marica Palacios</i>	Marica Palacios	2622 21st Ave Greeley, CO	41	11/11/20	✓		
4.	<i>Gabe Martinez</i>	Gabe Martinez	2325 21st Ave Greeley	35	11-17-21	✓		
5.	<i>Rosario Montano</i>	Rosario Montano	2547 21st Ave Greeley	26	11-17-21	✓		
6.	<i>Janet Seacrest</i>	Janet Seacrest	2615 21st Ave Greeley	63	11/17/21	✓		
7.	<i>Peila Ramirez</i>	Peila Ramirez	2658 21st Ave Ct	31	11/17/21	✓		
8.	<i>James E Bonita</i>	James E Bonita	2620 - 21st Ave Ct	82	11/17/21	✓		
9.	<i>Heather Gabaldon</i>	Heather Gabaldon	2538 21st Ave Ct	47	11-17-21	✓		
10.	<i>Charles Rhine</i>	Charles Rhine	2521 21st Ave Ct	83	11-17-21	✓		
11.	<i>Evan Verner</i>	Evan Verner	2535 21st Ave Ct	26	11-17-21	✓		
12.	<i>Ram Hersch</i>	Ram Hersch	2539 21st Ave Ct	66	11-17-21	✓		
13.	<i>Stan Jones</i>	Stan Jones	2624 21st Ave Ct	72	11-17-21	✓		
14.	<i>Wilma Weir</i>	Wilma Weir	2642 22nd Ave	60	11-17-21	✓		
15.	<i>Thomas H. Herring</i>	Thomas H. Herring	2624 22nd Ave	65	11-17-21	✓		



PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

CANT/TRADE NAME: Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley, LLC
 LOCATION: 2473 West 28th Street, Greeley, CO 80634
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1.	<i>Andrew Sanchez</i>	Andrew Sanchez	2520 23 Ave CT	64	11-18-21	✓		
2.	<i>Bob Deane</i>	Bob Deane	2305 25 St Rd	72	11-18-21	✓		
3.	<i>Sherry Kerbel</i>	Sherry Kerbel	2305 25 St Rd	72	11-18-21	✓		
4.	<i>Jennifer May</i>	Jennifer May	2301 25 St Rd	42	11-18-21	✓		
5.	<i>Gilberto Rincones</i>	Gilberto Rincones	2334 W 25 th St. Rd	60	11-18-21	✓		
6.	<i>Leeann Welch</i>	Leeann Welch	2408 W 25 th St Rd	35	11/18/21	✓		
7.	<i>Sally Joavell</i>	Sally Joavell	2408 W 25 th St Rd	64	11/18/21	✓		
8.	<i>Suzanne Hockel</i>	Suzanne Hockel	2416 W 25 th St Rd	68	11/18/21	✓		
9.	<i>Scott Schaffer</i>	Scott Schaffer	2472 W 25 th St Rd	49	11/18/21	✓		
10.	<i>Jessie Johnson</i>	Jessie Johnson	2500 W 25 th St Rd	62	11/18/21	✓		
11.	<i>Sophie Peck</i>	Sophie Peck	2449 W 24 St RD	61	11/18/21	✓		
12.	<i>Chase Magruder</i>	Chase Magruder	2413 W 25 th St Rd	27	11/18/21	✓		
13.	<i>TRESSA MANGUM</i>	TRESSA MANGUM	2520 24th Ave	82	11/18/21	✓		
14.	<i>Maria Garcia</i>	Maria Garcia	2314 W 24 St Rd	44	11/18/21	✓		
15.	<i>GUILLERMO ASTORCA</i>	GUILLERMO ASTORCA	2314 W 24 th ST RD	58	11/18/21	✓		

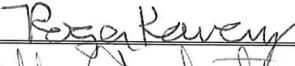
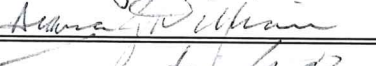
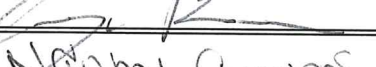
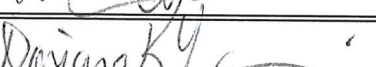
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1.		Roger Kaucny	2342 W 24th St Rd	62	11-18-21	X		
2.		Martha Rodriguez	2300 24th St	65	11-18-21	X		
3.		Tyler Sage	2327 W 24th St Rd	30	11-18-21	X		
4.		Marge Burmeister	2409 S 4th St Rd	76	11/18/21	X		
5.		Diana J. Williams	2429 W. 24th St Rd	58	11/18/21	X		
6.		Sara Wright	2431 W. 24th St Rd	61	11/18/21	X		
7.		Joseph Romero	2439 W. 24th St	34	11/18/21	X		
8.		Naomi Campos	2441 W 24th St Rd	34	11/18/21	X		
9.		CESAR Campos	2441 W 24th St Rd	36	10-15-21	X		
10.		Nicolas Wolf	2443 W 24th St Rd	24	11/18/21	X		
11.		Daniela Yannucci	2444 W 24th St Rd	64	11-18-21	X		
12.		J. Stehli	2434 W 24th St Rd	54	11-18-21	X		
13.		Amanda Holland	2428 W 24th St Rd	44	11-18-21	X		
14.		Isaac Gutierrez	2422 W 24th St Rd	29	11-18/21	X		
15.		David Ludwig	2410 W 24th St Rd	36	11-18-21	X		

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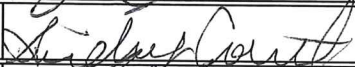
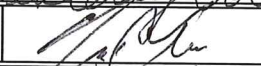
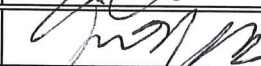
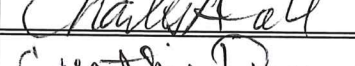
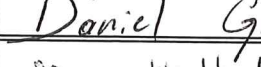
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1.		Jeri Ludwig	2410 W 24th St Rd	34	11-18-21	X		
2.		ALDY FERMIN	2402 W 24th St Rd	46	11-18-21	X		
3.		Bryan Radke	2620 25th Ave.	47	11/19/21	X		
4.		Sidney Covatt	2626 25th Ave	28	11-19-21	X		
5.		Sal Chavira	2804 W 26th St	29	11-19-21	X		
6.		Ra Barenas	2510 W 26th St	29	11/19/21	✓		
7.		Andy Williams	2514 W 26th St Rd	40	11-19-21	✓		
8.		Nanette R Brown	2704 W 26th St Rd	64	11-19-21	✓		
9.		Abby Maltby	2631 31 28th Ave	41	11/19-21	✓		
10.		Gillian Lefevre	2717 W 26th St Rd.	41	11-19-21	✓		
11.		Scot Snyder	2725 W 26th St Rd	52	11/19/21	✓		
12.		Charles A Call	2713 W 26th St Road	70	11/19/21	✓		
13.		Cynthia A Owens	2711 W 26th St Rd	66	11/19/21	✓		
14.		Daniel Gonzalez	2709 W 26th St Rd	61	11/19/21	✓		
15.		Mary K. Hall	2701 W 26th St Rd	65	11/19/21	✓		

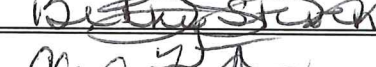
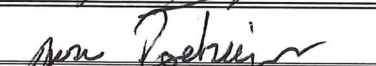
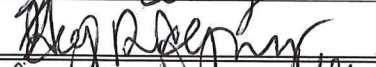
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APPLICANT/TRADE NAME: Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley, LLC
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APPLICATION FOR: New Hotel and Restaurant Liquor License
PUBLIC HEARING: Wednesday, December 8, 2021 at 3:30 p.m. Details on attending the hearing can be requested from the City Clerk listed below.
DEFINED NEIGHBORHOOD: Half-Mile Area Radius Defined by The Liquor Licensing Authority of Greeley (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood (SEE MAP); (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **HOTEL AND RESTAURANT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this **HOTEL AND RESTAURANT LIQUOR LICENSE** be **issued**, please sign and check the **favor** [*] column
 [**] If you **oppose and do not support** this application for a **HOTEL AND RESTAURANT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Anissa Hollingshead, cityclerk@greeleygov.com, 970-350-9742.

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Ken Davis	2515 26th St Rd	81	11-19	✓		
2.		ERNEST KALLSTEN	2509 W 26th St Rd	80	11-19	✓		
3.		SAM SURPES	2611 25th Ave	109	11-19	✓		
4.		Barbara Teet	2607 25th Ave	82	11-19	✓		
5.		Charles Teet	2607 25th Ave	86	11-19	✓		
6.		BECKY STEVENS	2500 W 26th St	62	11-19	✓		
7.		CLYDE STEVENS	2500 W 26th St	63	11-19	✓		
8.		Daniel Mijares	2505 W 26th St	69	11-19	✓		
9.		Brian Thant	2704 W 26th St	48	11-19	✓		
10.		Dustin Peacock	2705 W 26th St	24	11-19	✓		
11.		Evelyn Padilla	2706 W 26th St	23	11-19	✓		
12.		Sean Teets	2708 W 26th St	29	11-19	✓		
13.		Jose Rodriguez	2713 W 26th St	33	11-19	✓		
14.		Greg Rodriguez	2713 W 26th St	30	11-19	✓		
15.		Janette Lopez-Villa	2525 W 26th St Ln	61	11-19	✓		

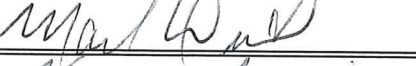
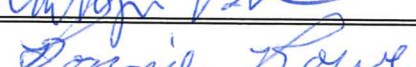
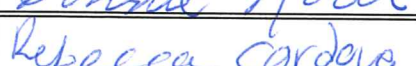
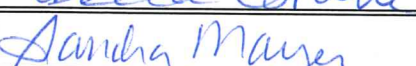
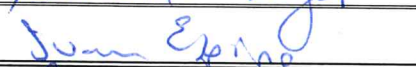
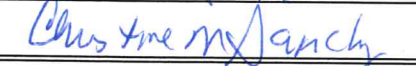
PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

APPLICANT/TRADE NAME: Georgia Boys BBQ, Inc. d/b/a Georgia Boys BBQ – Greeley, LLC
SITE LOCATION: 2473 West 28th Street, Greeley, CO 80634
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 [**] If you **oppose and do not support** this application for a **HOTEL AND RESTAURANT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Brenda Myers	2536 22nd Ave	39	11/17/21	✓		
2.		Ben Scott	2517 22nd Ave	27	11/17/21	✓		
3.		Mark Dirks	2547 22nd Ave	57	11/17/21	✓		
4.		Kay Bruckner	2547 22nd Ave	60	11/17/21	✓		
5.		Sarah Swanson	2605 22nd Ave	39	11/17/21	✓		
6.		Jomar Swanson	2605 22nd Ave	40	11/17/21	✓		
7.		Javier Cano	2629 22nd Ave	55	11/17/21	✓		
8.		Torrie Kauffman	2401 W 25th St	45	11/17/21	✓		
9.		Kathy Taylor	2419 W 25th St Rd	67	11/17/21	✓		
10.		Caitlyn Warr	2402 W 25th St	21	11/17/21	✓		
11.		Bonnie Rowe	2521 23 Ave Ct	75	11/18/21	✓		
12.		Rebecca Cordova	2517 23 Ave Ct	30	11/18/21	✓		
13.		Sandra Mayer	2513 23rd Ave Ct	69	11-18-21	✓		
14.		Juan Espino	2509 23rd Ave Ct	42	11-18-21	✓		
15.		Christine Sanchez	2520 23rd Ave Ct	6	11-18-21	✓		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF GREELEY, COLORADO

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		David Villa	2525 W 26th St Ln	62	11/19/21	☒		
2.		Sandra Thomas	2619 W 26th St Ln	48	11/19/21	☒		
3.		Alfredo Valdez	2509 W 26th St Ln	43	11/19/21	☒		
4.		Adrian Valdez	2509 W 26th St Ln	22	11-19-21	☒		
5.		Kathleen Burns	2604 25th Ave	70	11/19/2021	☒		
6.		Kathleen Mese	2610 25th Ave	45	11/19/21	☒		
7.		Kenneth Benedict	2612 25th Ave	57	11/19/21	☒		
8.		RONALD GIES	26th - 25th AVE	79	11/19/21	☒		
9.								
10.								
11.								
12.								
13.								
14.								
15.								

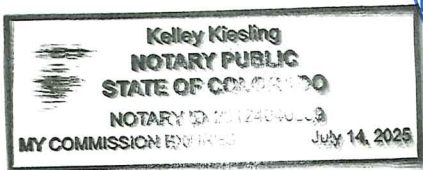
AFFIDAVIT
CIRCULATOR

I, Timothy Rens, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented him/herself to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.

Timothy Rens
Circulator

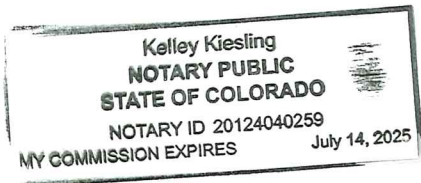
STATE OF COLORADO)
COUNTY OF DENVER) SS.
~~WELD~~)

Subscribed and sworn to before me this 2nd day of December, 2021.



Kelley Kiesling
Notary Public

7/14/25
My commission expires



Greeley, Colorado Transfer of Ownership Application December 8, 2021 Item No. 4	Applicant: Shrestha Brothers Inc. DBA Gordons Discount Liquor Mart Location: 2521 11th Avenue License Type: Retail Liquor Store
CONSIDERATION OF A TRANSFER OF OWNERSHIP APPLICATION	
Request Summary:	
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, with the exception of Wholesaler Affidavits. The applicant is aware of the requirement to submit wholesaler affidavits from all wholesalers that had served the location and has submitted three of these affidavits at this time. It is anticipated the remaining affidavit will be provided before or at the hearing. 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

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
& CONCJ6253

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

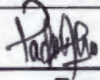
Application Documents Checklist and Worksheet

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.				
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?		☐	Yes	No ☒
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.

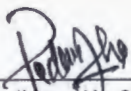
16. What types of alternate beverages and food/snacks will be provided at this proposed establishment?

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

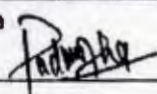
President
Position

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		Home Phone Number 720-243-1232	Cellular Number 720-243-1232	
2. Your Full Name (last, first, middle) Shrestha, Padam		3. List any other names you have used -		
4. Mailing address (if different from residence) 2136 W 101st Cir, Thornton, CO 80260		Email Address padamstha143@gmail.com		
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
Current **See attached				To
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
First Transit Inc.		6345 Broadway St., Denver, CO 80216		Bus Operator
USA Gas & Food		1720 E 112th Ave, Northglenn, CO 80233		Asst. Manager
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
Nirmal Shrestha		Brother		Asst. Manager
Ravi K Shrestha		Brother		Manager
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				d. U.S. Citizen																												
[REDACTED]		[REDACTED]		Nepal				☒ Yes ☐ No																												
e. If Naturalized, state where				f. When		g. Name of District Court																														
Centennial, Colorado				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			k. Permanent Residence Card Number																												
[REDACTED]			10/13/2016		N/A			N/A																												
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Race	r. Do you have a current Driver's License/ID? If so, give number and state.																														
5' 3"	158 lb	Black	Brown	Male	Asian	☒ 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																					
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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 .



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 of 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
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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

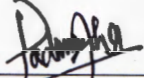
"Resolved, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

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—

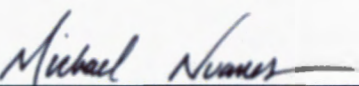
BUYER(S) hereby agrees to buy on the terms set forth above.


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

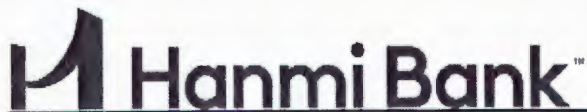
Final Audit Report

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



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.

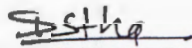
Sincerely,



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 .

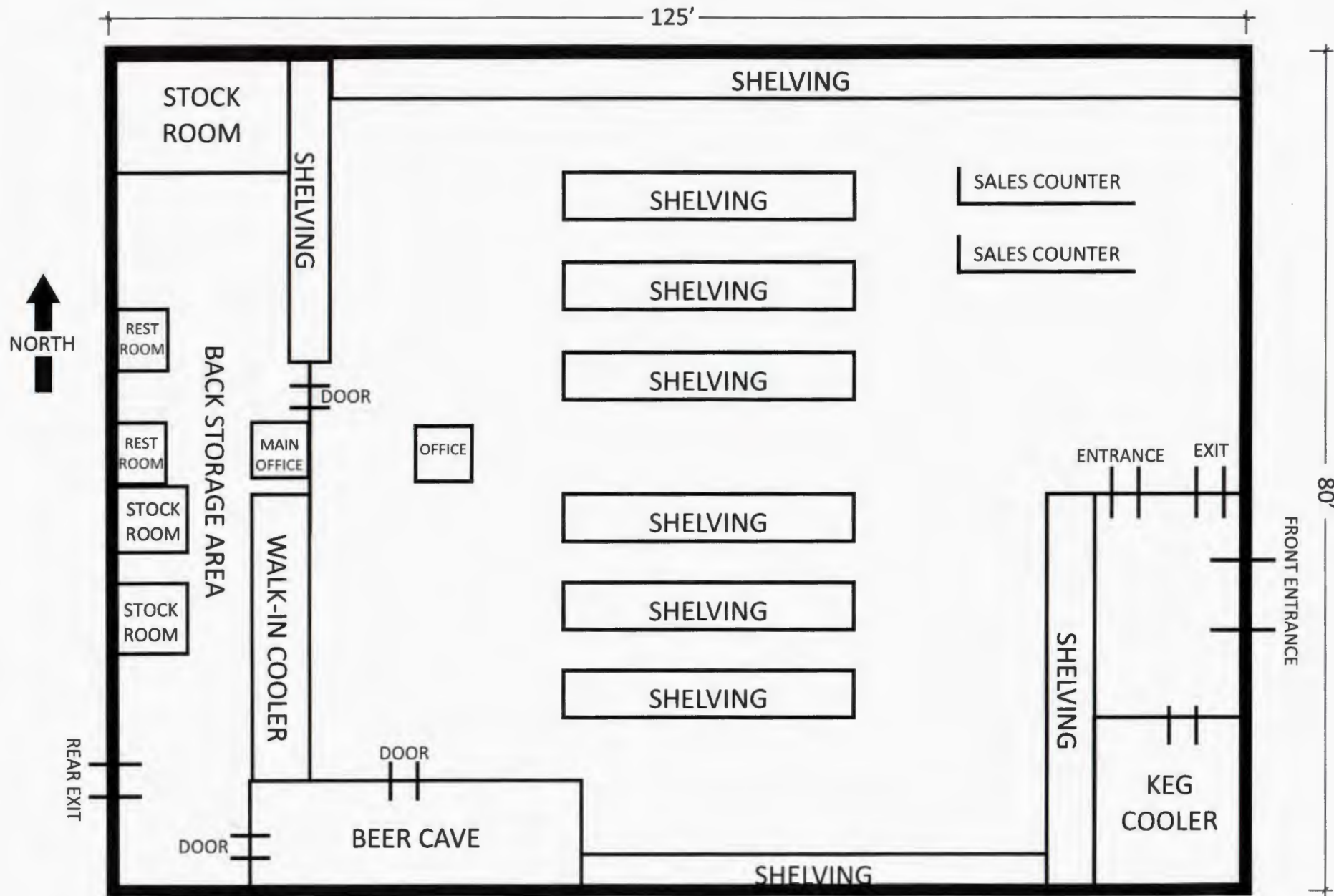


Jena Griswold

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:

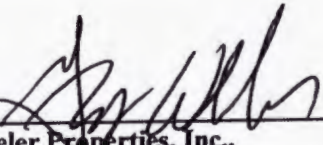
1. HVAC: Subject to provisions contained in Paragraph 10 of the original lease dated August 12th, 2019 Landlord shall contract for, on a competitive basis, and Tenant shall reimburse Landlord accordingly, on a semi-annual basis, a routine maintenance inspection of the heating and air conditioning systems 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.

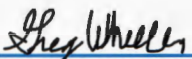
8. *Governing Law.* This Assignment shall be governed by and interpreted according to the laws of the State of Colorado, without regard to its choice of law principles.

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.

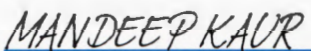
LANDLORD:

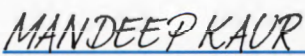
GREAT NORTHERN PROPERTIES, LLLP
A Colorado limited liability company

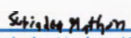

By: [Greg Wheeler \(Oct 19, 2021 10:17 MDT\)](#)
Greg Wheeler, Authorized Agent

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
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-  Document emailed to MANDEEP KAUR (manjeet.manjeet.ms@gmail.com) for signature
2021-10-12 - 8:50:09 PM GMT
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2021-10-12 - 10:11:31 PM GMT- IP address: 74.125.215.37
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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

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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
December 8, 2021
Item No. 5

SCHEDULE OF FUTURE MEETINGS/HEARINGS

December 15, 2021, at 3:30 p.m.:

- New application for Out of the Blue