



Virtual Meeting Instructions for the
October 28, 2022, Liquor Licensing Authority
Meeting

In order to comply with all health orders and State guidelines to stop the spread of the COVID-19 Coronavirus, **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.**

You can view this Meeting by following the instructions below to watch the YouTube live stream. By utilizing this option to view the meeting, you will not be able to provide live input during the meeting. To provide live input, see the “In real time” instructions near the bottom of this page.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: (www.youtube.com/CityofGreeley)
- Clicking the link above will take you to the City of Greeley's YouTube Channel.
- Once there, you will be able to view the meeting!

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:

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.

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 Thursday, October 27, 2022 at 5:00 p.m. Again, written comments received by mail will also be read into the record in real time.

In real time? <https://greeleygov.zoom.us/j/86749595427>

Webinar ID: 867 4959 5427

Clicking the link above will give you access to a virtual waiting room in the live meeting. As a virtual audience member, you will be able to speak during public hearings on the agenda.

Please visit the City's website at <https://greeleygov.com/government/cc> to view the agenda index for the October 28, 2022, Liquor Licensing Authority Meeting. You are also welcome to call the City Clerk's Office at 970-350-9740 with any special needs or questions that you may have!



Greeley, Colorado
Liquor Licensing Authority
Friday, October 27, 2022 – 3:00 p.m.

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

Agenda

1. Public Hearing to Consider a New Hotel & Restaurant License
Application by Sexy Sammies LLC DBA Sexy Sammies, 1540 8th
Avenue.
2. Adjournment

Greeley, Colorado New Liquor License Application October 28, 2022 Item No. 1	Applicant: Sexy Sammies LLC DBA Sexy Sammies Location: 1540 8th Avenue License Type: Lodging & Entertainment
PUBLIC HEARING TO CONSIDER A NEW Hotel & Restaurant LIQUOR LICENSE APPLICATION	
Request Summary:	
This Application proposes a new Hotel & Restaurant Liquor License for this location, which will house a restaurant primarily serving chicken sandwiches and tenders. The restaurant is owned by Brian Seifried and will be operated by the manager David Ferguson, please note that due to HB 22-1415, manager registration is no longer required, and Mr. Ferguson did not submit to a Criminal History Check. The application was filed as an LLC, and applicable documentation and paperwork appears to be in proper order including City and State application, license and occupation fees. 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 Finance Department noted that the business license application has been filed and the status is pending and has no concerns with this application. The City Clerk's Office and the City Attorney's Office reported that there are no administrative or legal concerns with this application. - The Code Compliance, and Community Development departments noted no concerns with this application and no current code issues. The Building & Fire Department noted that the building is still under construction and will need to pass a final inspection before a Certificate of Occupancy can be issued.	

- Brian Seifried is the 89% owner of the business. A criminal history report was completed on Mr. Seifried. There were no local arrests listed in the Greeley Police database. Mr. Seifried did submit to digital fingerprints through the Colorado Bureau of Investigations which revealed one prior arrest which corresponds with what was disclosed in the applicants individual history record. The Greeley Police Department reports that they are not aware of any other information that would adversely affect the approval of this application.

With regard to other liquor licensed establishments within this defined ½ mile radius neighborhood, there are eight (8) other Hotel & Restaurant Licenses, three (3) Retail Liquor Store Licenses, two (2) Tavern Licenses, and three (3) Fermented Malt Beverage Licenses.

The applicant will be present to review the needs and desires efforts conducted in this 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
Individual History Record
Limited Liability Company Documents
Floor Diagram and Legal Possession of the Premises
Neighborhood Boundary Map
Needs and Desires Petition with Affidavit

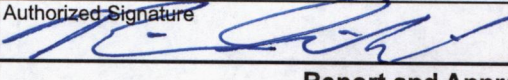
DR 8404 (07/01/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

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: SBG.Colorado.gov/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 <u>Sexy Sammies LLC</u>			FEIN Number
2a. Trade Name of Establishment (DBA) <u>Sexy Sammies</u>		State Sales Tax Number <u>95408767</u>	Business Telephone <u>(720)</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>1540 8th Ave.</u>			
City <u>Greely</u>	County <u>Weld</u>	State <u>CO</u>	ZIP Code <u>80631</u>
4. Mailing Address (Number and Street) <u>912 9th Ave</u>	City or Town <u>Greely</u>	State <u>CO</u>	ZIP Code <u>80631</u>
5. Email Address <u>brian@eat.CHG.com</u>			
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 Expiration Date
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License\$1,100.00 ☒ Application Fee for New License w/Concurrent Review\$1,200.00 ☐ Application Fee for Transfer\$1,100.00		☐ Liquor-Licensed Drugstore (County)\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R\$30.00 ☐ Manager Registration - Tavern\$30.00 ☐ Manager Registration - Lodging & Entertainment\$30.00 ☐ Manager Registration - Campus Liquor Complex\$30.00 ☐ 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: SBG.Colorado.gov/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 \$

Name Sexy Sammies LLC	Type of License Hotel Restaurant	Account Number 95408767		
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. ☐ ☐ 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? ☒ ☐ 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 Somad LLC	Tenant Sexy Sammies LLC	Expires 2/18/32		
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.				

Name <u>Sexy Sammies LLC</u>		Type of License <u>Hotel Restaurant</u>	Account Number <u>95408767</u>	
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? ☐ Yes ☐ No If "yes" a copy of license must be attached. <u>N/A</u>				
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? ☐ 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? ☐ Yes ☐ No c. How long has the club been incorporated? <u>N/A</u> d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☐ No				
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) ☐ Yes ☐ No <u>N/A</u>				
22. 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. <u>N/A</u>				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints. <u>N/A</u>				
Last Name of Manager <u>Ferguson</u>		First Name of Manager <u>David</u>		
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. <u>N/A</u> Yes No ☐ 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 <u>N/A</u>				
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? ☐ 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.? ☐ Yes ☒ No				
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 <u>Brian F. Seifried</u>	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position <u>Managing Member</u>	%Owned <u>89</u>
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

Name Sexy Sammies LLC	Type of License Hotel & Restaurant	Account Number 95408161
** 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.		
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 Brian T. Seifried Managing Member	Date 8/31/22
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? Yes ☐ No ☐ 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? Yes ☐ No ☐		
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
Signature	Print	Title
		Date

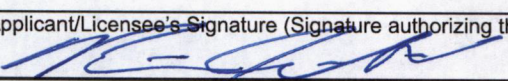
Tax Check Authorization, Waiver,
and Request to Release Information

I, Brian F. Sefried am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Sexy Sammies LLC (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)		Social Security Number/Tax Identification Number	
Sexy Sammies LLC			
Address			
1540 8th Ave			
City		State	Zip
Greeley		CO	80631
Home Phone Number		Business/Work Phone Number	
		(720) 244-6107	
Printed name of person signing on behalf of the Applicant/Licensee			
Brian F. Seifried			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)			Date signed
			09/12/22

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

Individual History Record

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

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

1. Name of Business Sexy Sammies, LLC		Home Phone Number [REDACTED]	Cellular Number [REDACTED]			
2. Your Full Name (last, first, middle) Seifried, Brian Francis		3. List any other names you have used				
4. Mailing address (if different from residence) [REDACTED]		Email Address [REDACTED]				
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 [REDACTED]		Greeley, CO 80634		04/20/20	09/13/22	
Previous 1607 Reservoir Rd		Greeley, CO 80631		06/15/14	04/20/20	
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
Wing Shack Enterprises, Inc.		912 9th Ave - Greeley, CO 80631		President	06/01/04	09/13/22
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	
N/A						
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	
Wing Shack Enterprises currently hold 9 Colorado Liquor Licenses.						
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

FAILURE TO APPEAR SPEEDING TICKET (2007)

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

DENVER, CO

☒ 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. Do you have a current Driver's License/ID? If so, give number and state.

6'2"

225

BROWN

BROWN

MALE

☒ 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.

\$ 100,000.00

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. \$ 100,000.00

* 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)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	PERSONAL SAVINGS	BANK OF COLORADO	\$100,000.00

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

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

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

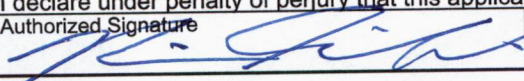
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature

Print Signature

Title

Date



BRIAN F. SEIFRIED

MANAGING MEMBER

09/12/22

LOCATIONS:

**WING SHACK ENTERPRISES, INC.
BRIAN F. SEIFRIED, PRESIDENT**

**8TH AVE WING SHACK --- 2704 S. 8TH AVENUE, GARDEN CITY, CO 80631
HOTEL RESTAURANT LICENSE 03504639-0001**

**65TH AVE WING SHACK --- 1815 65TH AVENUE, GREELEY, CO 80634
BEER AND WINE LICENSE 03504639-0002**

**WING SHACK WINDSOR --- 1261 MAIN STREET, WINDSOR, CO 80550
BEER AND WINE LICENSE 03504639-0003**

**WING SHACK --- 1011 LEMAY AVENUE, FORT COLLINS, CO 80524
BEER AND WINE LICENSE 03504639-0004**

**29TH STREET WING SHACK --- 158 E. 29TH STREET, LOVELAND, CO 80538
BEER AND WINE (CITY) LICENSE 03504639-0007**

**WING SHACK - LONGMONT 1133 FRANCIS STREET, LONGMONT, CO 80501
BEER AND WINE LICENSE 035004639-0010**

**10TH STREET WING SHACK -- SEXY SAMMIES
4138 W 9TH ST RD, GREELEY, CO 80634 UNIT A1 & A2
HOTEL AND RESTAURANT LICENSE 035004639-0011**

**WING SHACK - JOHNSTOWN 21 NORTH PARISH AVE, JOHNSTOWN, CO 80534
BREW PUB - 035004639-0014**

**Luna's Tacos and Tequila, LLC --- 806 9th Street, Greeley, CO 80631
HOTEL & RESTAURANT (CITY) 03-09903**

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 Sexy Sammies		Home Phone Number [REDACTED]	Cellular Number [REDACTED]			
2. Your Full Name (last, first, middle) David Walter Ferguson, III		3. List any other names you have used n/a				
4. Mailing address (if different from residence)		Email Address [REDACTED]				
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 [REDACTED]		Fort Collins		06/17/13	08/22/22	
Previous 1631 Sage Creek Rd		Fort Collins		07/01/12	06/16/13	
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
Centennial Hospitality Group		917 9th St, Greeley, CO 80634		Director	01/03/22	08/22/22
Atria Senior Living		2201 S Lemay Ave, Fort Collins, CO 80525		General Manager	12/01/20	12/01/21
Red RGenobin Intl		4514 Centerplace Dr, Greeley, CO 80634		General Manager	09/01/16	11/01/20
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

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 **Omaha, NE** 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 **6'** m. Weight **185** n. Hair Color **Brown** o. Eye Color **Green** p. Gender **Male** q. Do you have a current Driver's License/ID? If so, give number and state. ☒ 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	Amount

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

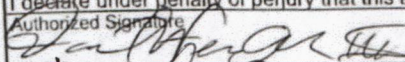
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

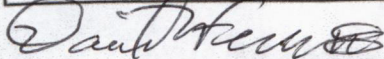
e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

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 **David Ferguson** Title **Director of Concept Dev** Date **08/22/22**



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,

Sexy Sammies LLC

is a

Limited Liability Company

formed or registered on 02/16/2022 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 20221161377 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/12/2022 that have been posted, and by documents delivered to this office electronically through 08/15/2022 @ 13:44:48 .

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 08/15/2022 @ 13:44:48 in accordance with applicable law. This certificate is assigned Confirmation Number 14237115 .



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 Sexy Sammies LLC

The principal office street address is 2990 W 29th St Unit 2
Greeley CO 80631-8539
US

The principal office mailing address is 2990 W 29th St Unit 2
Greeley CO 80631-8539
US

The name of the registered agent is Coan Payton & Payne LLC

The registered agent's street address is 103 W Mountain Ave #200
Fort Collins CO 80524
US

The registered agent's mailing address is 103 W Mountain Ave #200
Fort Collins CO 80524
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

Brian Seifried
2990 W 29th St Unit 2
Greeley CO 80631-8539
US

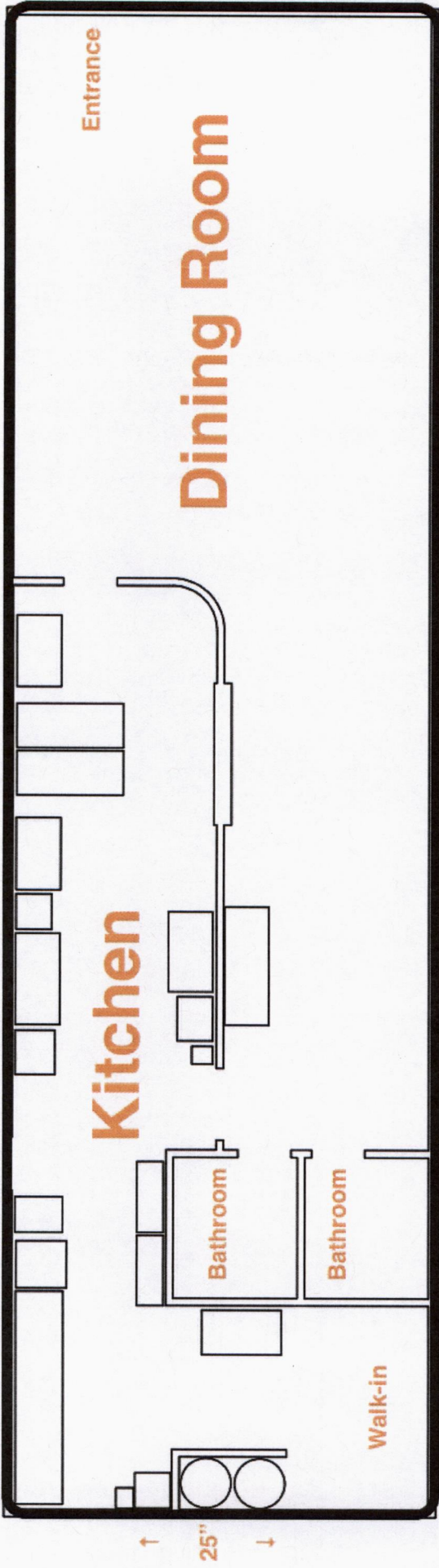
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document 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

R Clay Bartlett
103 W Mountain Ave, Suite 200
Fort Collins CO 80524
US



North ↑

Dumpsters

Licensed Premises Restaurant Sp

Grease Interce

Kitchen

1540 8th Ave,
Greeley, CO 80631

Rock
Rep

Apartments at Maddie

8th Avenue

BUS
85

Entrance

Entrance

16th Street

st

16th St

16th St

16th St

Google

**LEASE AGREEMENT
(TRIPLE NET LEASE)**

**LANDLORD: SOMAD, LLC, A COLORADO LIMITED
LIABILITY COMPANY**

TENANT: SEXY SAMMIES LLC

PREMISES: 1540 8TH AVENUE, GREELEY, CO 80631

LEASE DATE: February 18, 2022

INITIAL TERM: 120 MONTHS

**LEASE AGREEMENT
(TRIPLE NET LEASE)**

THIS LEASE AGREEMENT (this "**Lease**"), dated for reference purposes only February 18, 2022 by SOMAD, LLC, a Colorado limited liability company ("**Landlord**"), and Sexy Sammies LLC ("**Tenant**"). Landlord and Tenant shall be collectively referred to as the "**Parties**".

Mailing/Notice Address of Landlord:

Somad, LLC
Attn: Logan Richardson
5200 West 20th Street
Greeley, Colorado 80634

Mailing/Notice Address of Tenant:

Sexy Sammies LLC
Attn: Brian F. Seifried
2990 West 29th Street, Unit 2
Greeley, CO 80631

1. **Leased Premises; Definitions.** In accordance with the terms and conditions of this Agreement, Landlord leases to Tenant, and Tenant leases from Landlord, that certain Leased Premises as defined below. In this Lease, capitalized words or phrases shall have the meanings indicated below, or as defined elsewhere in this Lease:

1.1. "**Leased Premises**" means that certain space identified and described on Schedule 1.1 attached hereto and incorporated herein by this reference (sometimes referred to as "Premises") and usually described as:

Commercial Unit 101
1540 8th Avenue
Greeley, Colorado 80631

The leasable square feet of the Leased Premises is 2,146.00 square feet and the Building (defined below) is 72,921 square feet. The Tenant's Pro Rata Share (defined herein) as more fully described in paragraph 7 *infra* is 2.94%.

1.2. "**Area**" shall mean the land commonly known as 1540 8th Avenue, Greeley, Colorado 80631, and legally described as follows:

Lot 2, Block 165, South Madison
Greeley, Colorado 80631.

The Area includes the Leased Premises, residential units and Common Areas, including parking areas. The Area will include landscaping, parking (as determined by Landlord) and other Common Areas typically associated with mixed-use development.

1.3. "**Building**" shall mean the building located within the Area.

Tenant's Initials:



Landlord's Initials:



1.4. "**Common Areas**" shall mean all entrances, exits, driveways, curbs, walkways, hallways, parking areas, landscaped areas, rest rooms, loading and service areas, plazas, and like areas or facilities which are located in the Area that Landlord has designated.

1.5. "**Street Parking**" shall mean the parking located along the boundary of the Area. Tenant shall have non-exclusive use to Street Parking. To the best of Landlord's ability and within the law, Landlord shall prevent tenants, employees and their guest from using the Street Parking for more than one hour including times not enforced by the City of Greeley by parking regulations.

1.6. Deleted

1.7. The term "**Rent**" or "**rent**" means Base Rent plus all other amounts due from Tenant to Landlord under the terms of this Lease including, without limitation, Tenant's share of Operating Expenses.

2. **Term; Delivery Date, As Is Condition and Tenant Improvements, Commencement Date.** The Lease Term, Delivery Date, and Commencement Date and other terms related to the term of this Lease and Tenant's possession are as follows:

2.1. **Term.** The "**Lease Term**" shall be for a period of one hundred twenty (120) months commencing on the Commencement Date as defined below. In addition, Tenant shall have the option to extend the Lease Term twice, each extension for a period of sixty (60) months as set forth in Section 4 below.

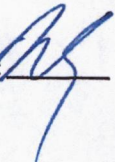
2.2. **Delivery Date.** The "**Delivery Date**" of this Lease shall be the date of this lease.

2.3. **As Is Condition.** Landlord hereby delivers the Premises at its sole expense to Tenant in its "As-Is" condition. Tenant has inspected the Premises and accepts the Premises with the execution of this Lease. Landlord shall provide to Tenant a Tenant Improvement Allowance equal to \$400,000.00 upon the completion of the Tenant Improvements.

2.4. **Deleted.**

2.5. **Tenant Improvements.** Prior to the Commencement Date and in coordination with Landlord's delivery of the Tenant Improvement Allowance, the Tenant shall diligently pursue:

1. Completion of the Tenant's work with the plans and specifications approved by Landlord.
2. Furnishing Landlord with final, unconditional lien waivers and other forms of evidence satisfactory to Landlord (including without limitations, paid invoices from all architects, contractors, subcontractors, laborers and materialmen) that all construction costs incurred by Tenant in connection with work done by Tenant have

Tenant's Initials: 

Landlord's Initials: 

been paid and that there are no amounts due to any architect, contractor, subcontractor, laborer or materialman.

3. Provide a Certificate of Occupancy that has been issued to Tenant by the City of Greeley.

2.6. Commencement Date. The "**Commencement Date**" of this Lease will be the date Base Rent begins and will be upon the earlier of: (i) nine (9) months after the Delivery Date, defined above; or (ii) the date that is 30 days following Tenant's receipt of its certificate of occupancy from the City of Greeley. On or before the Commencement Date the Parties shall execute the Lease Commencement Agreement attached as **Exhibit B** to this Lease.

2.7. Deleted

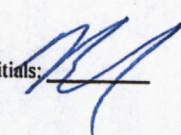
3. Base Rent. Tenant shall pay the Monthly Base Rent to Landlord, without notice and without deduction or setoff, at the address of Landlord as herein set forth (unless notice of a change of address is provided to Tenant as defined in Article 42 below) in advance on the first day of each month during the Lease Term hereof. The Base Rent for the first month shall commence on the Commencement Date. If appropriate, Base Rent for the first month and the last month of the Lease Term shall be prorated for partial month(s), calculated using the yearly (365-day) method. "**Base Rent**" for the Lease Term shall be as follows:

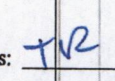
Month	Rate/Sq Foot	Base Annual Rent	Monthly Base Rent	
1-12	\$28.00	\$60,008.00	\$5,007.33	
13-24	\$29.00	\$62,234	\$5,186.17	
25-36	\$30.00	\$64,380.00	\$5,365.00	
37-48	\$30.82	\$66,139.72*	\$5,511.64	3% increase over prior year
61-72	\$31.66	\$67,942.36	\$5,661.86	3% increase over prior year
73-84	\$32.52	\$69,787.92	\$5,815.66	3% increase over prior year
85-96	\$33.40	\$71,676.40	\$5,973.03	3% increase over prior year
97-108	\$34.32	\$73,650.72	\$6,137.56	3% increase over prior year
109-120	\$35.26	\$75,667.96	\$6,305.66	3% increase over prior year
121-131	\$36.22	\$77,728.12	\$6,477.34	3% increase over prior year

*3% annual increase is calculated on Base Annual Rent and then rate/sq ft and monthly rent is then derived.

The term "**Lease Year**" refers to each successive twelve-month period beginning with the Commencement Date.

4. Option to Extend. Provided that Tenant is not in default under this Lease and in consideration of the execution of this Lease by the Tenant, the Landlord hereby grants to the Tenant the option to extend the term of this Lease upon one hundred and eighty (180) days prior written notice, for two (2) periods of sixty (60) months (an "Option Period") upon the same terms and conditions as contained in this Lease except the rent reserved in year eleven (11) shall be three percent (3%) over the rent in year ten as set forth above and in each subsequent year of the Option Period the rent reserved shall increase by three percent (3%) over the prior year's annual rent.

Tenant's Initials: 

Landlord's Initials: 

5. **Security Deposit.** Tenant shall deposit with Landlord the sum of Three Thousand Dollars (\$3,000) ("**Deposit**") upon execution of this Lease. The Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent or adjustments, Landlord may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Deposit is so used or applied, Tenant shall within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Deposit or any balance thereof (less the cleaning and replacement charge described below) shall be returned to Tenant (or at Landlord's option, to the last assignee of Tenant's interest hereunder) on/or before sixty (60) days following the expiration of the Lease Term or Option Period, if elected. In the event of termination of Landlord's interest in this Lease, Landlord may transfer said Deposit to Landlord's successor in interest and shall thereafter have no liability for the Deposit.

At the end of the Lease Term or any Option Period, if elected, Landlord shall inspect the Premises and prepare a checklist of damages, if any, and at Tenant's expense Landlord shall clean the carpeting; repaint smudged walls, replace damaged or soiled ceiling tile; replace light fixtures (including light bulbs); repair damages beyond normal wear and tear; unreturned keys (including mailbox keys); and generally clean the Premises. Upon the termination of this Lease, whether such termination is voluntary or involuntary, Tenant agrees Landlord shall be entitled to deduct an amount equal to the actual expenses from the Deposit held by Landlord pursuant to this Article 5, and if the remaining balance of such Deposit is less than the related expenses, Tenant agrees to pay the difference to Landlord upon receipt of the billing statement therefor. Nothing herein shall relieve Tenant from its responsibility to maintain or repair the Leased Premises as set forth herein or any liability related thereto.

6. **Use Of Premises.** Tenant shall use the Leased Premises for a Sexy Sammies restaurant, or other restaurant use approved by Landlord, serving both food and drink, and incidental uses related thereto, and for no other purpose whatsoever except with Landlord's written consent. Tenant shall not allow any accumulation of trash or debris on the Leased Premises or within any portion of the Area. All receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by way of the front entry and/or other service door provided therefor. If the Leased Premises has no such door, these matters shall be handled in a manner satisfactory to Landlord. No material may be stored outside the Leased Premises, unless first approved by Landlord in writing, and then in only such areas as Landlord designates. Tenant shall not commit or suffer any waste on the Leased Premises nor shall Tenant permit any nuisance or unlawful conduct to be maintained on the Leased Premises or permit any disorderly conduct or other activity having a tendency to annoy or disturb any occupants of any part of the Area or any adjoining property. Additionally, Tenant agrees not use the Leased Premises for the uses set forth on Schedule 4, "**Prohibited Uses.**"

Tenant's Initials: MP

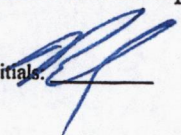
Landlord's Initials: TR

7. **Tenant's Prorata Share; Reconciliation; Review Period.**

7.1. **Tenant's Prorata Share.** As used in this Lease and subject to the provisions of Article 17, "Tenant's Prorata Share" is defined as two and 94/100 percent (2.94%). Tenant's Prorata Share may change from time to time if the leasable square footage in the Leased Premises increases or decreases and shall be determined by Landlord in its sole discretion. Common Area charges, Common Use Utilities, Assessments, taxes, insurance, and all other costs and expenses associated with the Leased Premises, the Buildings and/or the Area, including without limitation, those set forth below, shall be referred to as "**Operating Expenses**" and be included in Rent. It is estimated that Tenant's Prorata share of all Operating Expenses, including Taxes and Insurance, as set forth herein, will be six dollars and fifty cents (\$6.50) per square foot in the first year.

7.2. **Reconciliation Statement.** By March 1st of each calendar year, Landlord shall provide to Tenant a statement (the "**Expense Statement**") setting forth the total Operating Expenses for the prior calendar year and Tenant's share thereof calculated as set forth in this Lease. If Tenant has paid less than required under this Lease for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Monthly Base Rent; if Tenant has paid in more than required under this Lease for the prior year, Landlord shall forthwith refund said excess to Tenant by either: (i) offsetting such excess against monthly Rent due from Tenant; or (ii) payment of such excess to Tenant, as Landlord shall elect.

7.3. **Operating Expense Audit.** If Tenant reasonably believes that any Expense Statement includes charges that are not permitted pursuant to this Lease or contains an error, in calculation or otherwise, then within thirty (30) days of receipt of such Expense Statement ("**Review Period**"), Tenant shall have the right to notify Landlord that it wishes to employ an independent certified public accountant reasonably acceptable to Landlord to inspect and review Landlord's books and records relating to the objections raised in Tenant's notification. If Tenant elects to employ such accountant, Tenant shall notify Landlord of such decision, deliver to Landlord a confidentiality and nondisclosure agreement satisfactory to Landlord executed by such accountant, and provide Landlord not less than thirty (30) days' notice of the date on which the accountant desires to examine Landlord's books and records during regular business hours. Tenant shall cause the results of such review, including the review report, to be communicated in writing to Landlord, no later than fifteen (15) days after accountant's inspection. If such review shows that the amount paid by Tenant to Landlord on account of demonstrated errors in such charges exceeded the amounts to which Landlord was entitled hereunder, Landlord shall credit the amount of such excess against the next installment of Monthly Base Rent due and payable hereunder after the date Landlord is notified in writing of the error. If such review shows that the amounts paid by Tenant to Landlord on account of demonstrated errors in such charges were less than the amounts to which Landlord was entitled hereunder, Tenant shall pay to Landlord the amount of such shortfall within thirty (30) days of the date Tenant is notified of the error. All costs and expenses of any such review shall be paid by Tenant, except if such review discloses that the amounts paid by Tenant to Landlord as a result of demonstrated errors exceeded the amounts to which Landlord was entitled by more than fifteen percent (15%), in which event Landlord shall promptly reimburse Tenant for the reasonable costs and expenses incurred in such review. Any review performed pursuant to the terms of this Article 7 shall be conducted only by an independent certified public accountant reasonably acceptable to Landlord.

Tenant's Initials: 

Landlord's Initials: 

Tenant's failure to notify Landlord of any objection to a given Expense Statement within the Review Period shall be deemed to be approval by Tenant of such Expense Statement and thereafter Tenant shall have no further right to object to or review any matter reflected thereon.

8. **Utilities.**

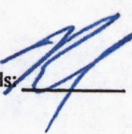
8.1. **Common Use Utilities.** Tenant shall pay to Landlord on the first day of each month, one-twelfth of Tenant's Prorata Share of the estimated cost of sewer service and water, and any other utility service that is for the benefit of multiple tenants and is not separately metered ("**Common Use Utilities**"). Payment shall be made on the first day of each month as additional rent. Tenant's Prorata Share shall be subject to change from time to time, as and when the cost of such Common Use Utilities increases or decreases, or Tenant's Prorata Share changes. The obligations of Tenant hereunder shall be prorated for the number of days during the calendar year that this Lease is in effect if less than a full calendar year. Landlord shall each year determine Tenant's Prorata Share of such Common Use Utilities for the prior year. If Tenant has paid less than Tenant's Prorata Share for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Monthly Base Rent; if Tenant has paid in excess of Tenant's Prorata Share for the prior year, Landlord shall forthwith refund such excess to Tenant by either: (i) offsetting such excess against monthly Rent due from Tenant; or (ii) payment of such excess to Tenant, as Landlord shall elect.

8.2. **Tenant Exclusive Use Utilities.** Tenant shall be solely responsible for and promptly pay all charges for heat, gas, electric, telephone, internet, television, and any other utility service used or consumed on any portion of the Leased Premises that is otherwise not a Common Use Utility. Tenant shall arrange with all appropriate utility companies to have such accounts placed in its name, which accounts shall be separately metered, to pay the utilities used on any portion of the Leased Premises and to have the same billed to Tenant at the address designated by Tenant. In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the Leased Premises.

If any utility company serving any portion of the Leased Premises determines that an additional service, impact fee, and/or assessment, or any other type of payment or penalty is necessary due to Tenant's use and occupancy of Tenant's Premises or any portion of the Leased Premises, nature of operation and/or consumption of utilities, said expense shall be borne solely by Tenant. Said expense shall be paid promptly, and any repairs or modifications requested by the utility company shall be performed by Tenant immediately and without any delay.

9. **Taxes.**

9.1. **Real Property Taxes and Assessments.** Landlord shall be responsible for real estate taxes and general and special assessments and taxes for the Area, Building and Leased Premises, and Tenant's Pro Rata Share of such tax charges shall be added to Tenant's Prorata Share of the Operating Expenses. Tenant shall pay to Landlord on the first day of each month, one-twelfth of Tenant's Prorata Share of the estimated taxes.

Tenant's Initials: 

Landlord's Initials: 

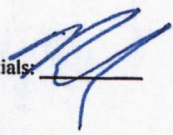
9.2. **Personal Property Taxes.** Tenant shall be responsible for, and shall pay promptly when due, any and all taxes and assessments levied or assessed against any furniture, fixtures, equipment and items of a similar nature that Tenant installs or locates in or about the Leased Premises or the Area.

9.3. **Other Tax.** If a special tax, head tax, charge or other assessment is imposed or levied upon the rents paid or payable hereunder or upon the right of Landlord to receive rents hereunder (other than to the extent that such rents are included as a part of Landlord's income for the purpose of an income tax), Tenant shall reimburse Landlord for Tenant's Pro Rata Share of the amount of such tax within fifteen (15) days after Landlord makes demand therefor upon Tenant.

10. **Insurance.**

10.1 **Landlord.** Landlord shall procure and maintain such building and property coverage, loss of rents and liability insurance for the Area and/or Tenant's Premises as it deems proper and appropriate from time to time and as are customary. Tenant shall pay to Landlord on the first day of each month, one-twelfth of Tenant's Prorata Share of the estimated cost of such insurance. Such insurance shall not cover any of Tenant's property, and Tenant shall have no interest in any of the proceeds of such insurance paid by Landlord. Landlord shall not be required to procure any insurance for Tenant's benefit.

10.2 **Tenant's Insurance.** Tenant shall, at its sole cost and expense, insure on a full replacement cost basis all of Tenant's property located in the Leased Premises, including restaurant furniture, fixtures, equipment, inventory, leasehold improvements and contents, against loss resulting from fire or other casualty. Tenant shall procure, pay for, and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the Leased Premises and the Area. Said liability policy shall be written on an "occurrence basis" with limits of not less than \$1,000,000 bodily injury liability coverage and \$1,000,000 property damage liability coverage. The policy shall also be written with an aggregate limit of not less than \$2,000,000.00. All insurance policies carried by Tenant shall (i) be issued by insurance companies authorized to do business in the State of Colorado, with a then current Alfred M. Best Company, Inc. (or if it no longer exists, a comparable rating service) general policy holder's rating of "A" or better and financial size category of Class XII or higher and otherwise reasonably satisfactory to Landlord; (ii) designate, as additional named insureds, Landlord, Landlord's managing agent, Landlord's mortgagee(s) and any other parties designated by Landlord; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage that Landlord may carry; (iv) provide for thirty (30) days' prior written notice to Landlord of any cancellation or other expiration of such policy; and (v) contain contractual liability coverage insuring performance by Tenant of the indemnity provisions of this Lease. In addition, all property damage insurance policies shall either permit or contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Landlord and Landlord's mortgagees. Certificates for such insurance shall be delivered to Landlord upon execution of this Lease, and on an annual basis thereafter.

Tenant's Initials: 

Landlord's Initials: 

10.3. **Mutual Subrogation Waiver.** Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the Leased Premises, Tenant's Premises, Area or other improvements thereon or contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other or as against Landlord or Tenant by virtue of payment of any loss under such insurance. Such a waiver shall be effective so long as Landlord and Tenant are empowered to grant such waiver under the terms of their respective insurance policy or policies, and such waiver shall stand mutually terminated as of the date either Landlord or Tenant gives notice to the other that the power to grant such waiver has been so terminated.

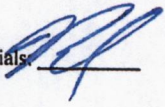
11. **Trash Removal.** Landlord shall provide trash removal for the Premises, and may provide further trash removal services for the Area or any portion thereof. Tenant shall use such trash removal services provided by Landlord. The cost of any trash Premises, trash removal or trash related services or facilities provided by Landlord shall be included in Operating Expenses and Tenant shall pay its Prorata Share of such trash expense. In all cases trash shall be located in areas designated by Landlord for use by Tenants as trash removal facilities.

12. **Maintenance Obligations of Landlord.** Except as otherwise specifically provided for herein, Landlord, at Landlord's own expense, is responsible for the maintenance of the roof, foundation, external walls (excluding glass), structural portions of the premises, sprinkler systems, if any, outside and underground components of the electrical, plumbing, gas, telephone and data facilities to the interior wall of the demised Premises. Landlord shall keep and maintain in good repair and condition the interior systems of electrical and plumbing of the Tenant's Premises that do not exclusively service the Tenant's Premises.

13. **Maintenance Obligations of Tenant and Renovation.** Tenant shall, during the entire Lease Term, including all extensions thereof, at Tenant's sole cost and expense, keep and maintain the Leased Premises, or any portion thereof, in good condition and repair, including but not limited to the following:

13.1. **Heating and Air Conditioning Systems.** Tenant shall maintain, at its sole cost and expense, in good repair and condition the HVAC systems, grease traps, grease hoods and all other leasehold and other improvements located within the Leased Premises which serve the Leased Premises only including, without limitation, heating or cooling systems installed by Tenant, ventilation systems (such as restaurant exhaust systems and related ductwork and filters), and all leasehold improvements installed by Tenant. If Landlord determines that the HVAC needs to be replaced in the final 36 months of the initial lease term, Landlord will contribute 50% of the replacement cost of the HVAC equipment.

13.2. **Electrical Systems.** Notwithstanding anything to the contrary herein, Tenant shall, at Tenant's sole cost and expense, maintain the electrical systems on the Leased Premises including, but not limited to, all electrical and light fixtures, in good working order and make all required repairs and replacements including replacement of all bulbs, ballasts, lenses, diffusers and other small items. Tenant shall not overload the electrical systems and shall be responsible for repairing any and all damage to the electrical systems within the Leased Premises.

Tenant's Initials: 

Landlord's Initials: 

13.3. **Plumbing Systems.** Tenant shall maintain in good working order the plumbing systems, including, but not limited to, Grease Traps, on the Leased Premises and shall make all required repairs or replacements at Tenant's sole cost and expense. Tenant shall not clog or obstruct the plumbing fixtures or pipes with grease or any foreign or inappropriate object and shall be liable for all costs arising therefrom.

13.4. **Glass and Doors.** Tenant shall, at Tenant's sole cost and expense, keep and maintain all glass and doors on the Leased Premises in good condition and repair, including prompt repair and replace of all glass and doors.

13.5. **Tenant's Responsibility.** Tenant shall be responsible for all repairs to the Leased Premises and improvements therein which are required by any cause other than the gross negligence or willful misconduct of Landlord. Tenant shall also be responsible for any repairs or replacements elsewhere in Tenant's Premises or to any portion of the Area, Common Areas and/or Buildings that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees, Tenant's agents or Tenant's customers and other invitees. Such responsibility shall supersede any responsibility undertaken by Landlord in this Lease.

13.6. **Liability for Overload.** Tenant shall not overload the floors of any part of the Leased Premises and shall be responsible for the repair or replacement of any damage to the Leased Premises, Tenant's Buildings or the Area which result from such overloading by Tenant or Tenant's movement of heavy articles therein or thereon.

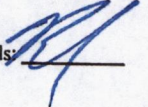
13.7. **Structure.** Tenant shall maintain all other portions of the Leased Premises including, without limitation, glass, doors, demising walls and internal systems.

13.8. **Renovation.** Tenant shall be allowed to renovate the Premises only with Landlord's written consent, which written consent may not be unreasonably withheld.

14. **Tenant's Failure to Maintain Premises.** Should Tenant neglect to keep and maintain the Leased Premises as required herein, Landlord shall have the right, but not the obligation, to have the repair work done. All reasonable costs plus a ten percent (10%) overhead charge therefor shall be charged to Tenant as additional rental, payable with the rental next due.

15. **Inspection of the Leased Premises - "As Is" Condition.** Tenant will inspect the Leased Premises, Tenant's Premises, and Area prior to the Delivery Date and, except as set forth in a written notice to Landlord prior to the Delivery Date, Tenant is deemed to accept them in the condition that they exist as of the Delivery Date, including, but not limited to, all mechanical, plumbing and electrical systems and the condition of the interior and exterior of Tenant's Premises.

16. **Common Area Maintenance.** Tenant shall pay Tenant's Prorata Share of the total costs incurred for the operation, maintenance, repair and replacement of the Common Areas and improvements thereon. Such expenses include, but are not limited to, the costs and expenses incurred for the operation, maintenance removal of snow; utilities for common lighting and signs; insurance; security to protect and secure Tenant's Premises and the Area; all common utilities, including water to maintain landscaping; replanting in order to maintain the appearance of landscaped areas;

Tenant's Initials: 

Landlord's Initials: 

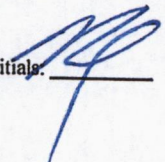
Common Area janitorial; including but not limited to roofs, parking lots, and foundations; supplies; the cost of personnel to implement such services; the cost of property management services that Landlord may retain from time to time; and, five percent (5.0%) of all such operational maintenance and repair costs to cover Landlord's administrative and overhead costs. These costs shall be estimated on an annual basis by Landlord and shall be periodically adjusted upward or downward depending on the actual costs for the preceding twelve months at any time at Landlord's election. If the actual costs are greater than the estimated costs, Tenant shall pay the difference between the estimated costs and Tenant's Prorata Share of the actual costs to Landlord with the next payment of Monthly Base Rent. If the actual costs are less than the estimated cost, Landlord shall forthwith refund the amount of Tenant's excess payment to Tenant by either: (i) offsetting such excess against monthly Rent due from Tenant; or (ii) payment of such excess to Tenant, as Landlord shall elect.

Landlord reserves the right, but does not have the affirmative obligation, to reasonably allocate any Common Area expenses to tenants of Premises or Buildings in the Area, and not tenants of other Premises or Buildings in the Area, if Landlord deems it equitable to make such an allocation in its sole and subjective discretion.

17. Other Allocation of Operating Expenses.

17.1. Limited Operating Expenses. Any item included in Operating Expenses which services, or is for the benefit of, more than the Leased Premises but less than all of the Area or all of the Buildings in the Area, as the case may be, shall be referred to as a "**Limited Operating Expense**" (collectively "**Limited Operating Expenses**"). Notwithstanding anything to the contrary herein but subject to adjustment pursuant to Article 17.3, Landlord shall pass along all Limited Operating Expenses to Tenant based on Tenant's Prorata Share of the cost. For purposes of this paragraph only, Tenant's Prorata Share shall be calculated by using the leasable square feet of the Leased Premises served by the item included in Limited Operating Expense as the numerator and the leasable square footage within the Area which is served by the item included in Limited Operating Expense as the denominator. Such Prorata Share shall be determined by Landlord in its sole discretion. Tenant shall make all payments for Limited Operating Expenses on the first day of each month with the payment of Base Rent, but in no event later than ten (10) days from presentation of a statement from Landlord for such Limited Operating Expenses. These costs shall be estimated on an annual basis by Landlord and shall be adjusted upward or downward depending on the actual costs for the preceding twelve months. If the actual costs are greater than the estimated costs, Tenant shall pay the difference between the estimated costs and Tenant's Prorata Share of the actual costs to Landlord with the next payment of Base Rent. If the actual costs are less than the estimated cost, Landlord shall forthwith refund the amount of Tenant's excess payment to Tenant by either: (i) offsetting such excess against monthly Rent due from Tenant; or (ii) payment of such excess to Tenant, as Landlord shall elect. Limited Operating Expenses shall be included in Operating Expenses.

17.2 Expenses for Leased Premises. Notwithstanding anything to the contrary herein but subject to adjustment pursuant to Article 17.3, any cost associated with an item included in Operating Expenses which services, or is for the benefit of, the Leased Premises (or any portion thereof) exclusively shall be passed along to Tenant and Tenant shall pay the same on the first day

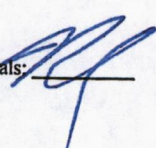
Tenant's Initials: 

Landlord's Initials: 

of each month with the payment of Base Rent, but in no event later than ten (10) days from presentation of a statement from Landlord for the same. Such expenses set forth in this Article 17.2 shall be included in Operating Expenses. These costs shall be estimated on an annual basis by Landlord and shall be adjusted upward or downward depending on the actual costs for the preceding twelve months. If the actual costs are greater than the estimated costs, Tenant shall pay the difference between the estimated costs and Tenant's Prorata Share of the actual costs to Landlord with the next payment of Monthly Base Rent. If the actual costs are less than the estimated cost, Landlord shall forthwith refund the amount of Tenant's excess payment to Tenant by either: (i) offsetting such excess against monthly Rent due from Tenant; or (ii) payment of such excess to Tenant, as Landlord shall elect.

17.3. **Special Allocations.** Notwithstanding anything to the contrary in this Lease, Landlord reserves the right to apportion Operating Expenses and Limited Operating Expenses to Tenant or any portion of the Leased Premises on a basis other than Tenant's Prorata Share based on Tenant's disproportionate use of or benefit derived from any item or items included in Operating Expenses or Limited Operating Expenses. Allocations under this Article 17.3 shall control over any other provision of this Lease.

18. **Covenants Affecting the Land.** Tenant agrees and acknowledges that the Area or portions thereof may, at Landlord's election, become subject to one or more Declarations setting forth covenants, conditions or restrictions affecting the land upon which the Leased Premises and/or the Area (or any portion thereof) is located and the improvements thereon (the "**Covenants**"). Such Covenants may establish an association, associations or other governing bodies designated to carry out such Covenants (the "**Association**"). Tenant shall not unreasonably withhold its agreement to be bound by and comply with the Covenants. Upon Tenant's agreement to be bound by the Covenants, Tenant shall pay any and all assessments or other charges levied by the Association pursuant to the Covenants, based upon Tenant's Prorata Share, against the Leased Premises, Tenant's Premises, the Buildings, and/or the Area (the "**Assessment**" or collectively the "**Assessments**") which may or may not include items otherwise included in Operating Expenses or Limited Operating Expenses hereunder. Any Assessment which affects or is related to the Leased Premises or any portion thereof only shall be paid by Tenant. Tenant shall pay Tenant's Prorata Share of any Assessment which affects or is related to any area larger than the Leased Premises. For purposes of this paragraph only and subject to Article 17, above, Tenant's Prorata Share shall be calculated by using the leasable square feet of the Leased Premises affected by or related to the Assessment as the numerator and the leasable square footage within the Area which such Assessment affects or is related to as the denominator. Such Prorata Share shall be determined by Landlord in its sole reasonable discretion. Assessments shall be included in Operating Expenses. Tenant shall make all payments for Assessments on the first day of each month with the payment of Base Rent, but in no event later than ten (10) days from presentation of a statement from Landlord for such Assessments. These costs shall be estimated on an annual basis by Landlord and shall be adjusted upward or downward depending on the actual costs for the preceding twelve months. If the actual costs are greater than the estimated costs, Tenant shall pay the difference between the estimated costs and Tenant's Prorata Share of the actual costs to Landlord with the next payment of Base Rent. If the actual costs are less than the estimated cost, Landlord shall forthwith refund the amount of Tenant's excess payment to Tenant by

Tenant's Initials: 

Landlord's Initials: 

either: (i) offsetting such excess against monthly Rent due from Tenant; or (ii) payment of such excess to Tenant, as Landlord shall elect.

Tenant agrees that the entirety of Tenant's Premises may be included in a Declaration of Covenants Conditions, Restrictions and Easements for Area, including other blocks and building in the discretion of the Landlord.

19. **Deleted.**

20. **Laws and Regulations.** Tenant shall, at its sole cost and expense, comply with all laws and regulations of any governmental entity, board, commission or agency having jurisdiction over the Leased Premises. Tenant agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of any insurance underwriter or any governmental authorities having jurisdiction thereof.

21. **Landlord's Rules and Regulations.** Landlord reserves the right to adopt and promulgate rules and regulations applicable to the Leased Premises, the Buildings and/or the Area, and from time to time amend or supplement said rules or regulations. Notice of such rules and regulations and amendments and supplements thereto shall be given to Tenant, and Tenant agrees to comply with and observe such rules and regulations and amendments and supplements thereto.

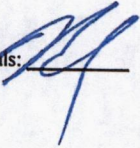
22. **Parking.** The Landlord will not provide any parking in the Area but Tenant, Tenant's employees and Tenant's invitees shall have non-exclusive use of public street parking.

23. **Control of Common Areas.** All Common Areas shall at all times be subject to the exclusive control and management of Landlord.

24. **Signage.**

24.1. **Exterior Signage.** Tenant shall have the right to install signage on the exterior of the Leased Premises or above the Leased Premises and Tenant's Premises identifying Tenant, provided, however, Tenant obtains Landlord's prior written approval as set forth below.

24.2 **Signage Approval.** Tenant shall submit to Landlord, prior to fabrication of any sign, copies of drawings indicating the proposed location, size, layout, design and color of any proposed sign, including all lettering and graphics. Landlord shall review Tenant's proposal and render its decision on the proposed sign in a timely manner. Landlord may deny Tenant's proposal based upon any factor it deems relevant, in its sole and subjective discretion, including but not limited to the design, materials, size, color and location of the sign. The submittal and approval process is for the purpose of assuring and maintaining an attractive appearance for the Area, for the mutual benefit of all tenants. Tenant shall be responsible for the initial cost and maintenance of any sign. Any sign approved by Landlord shall be installed within thirty (30) days of approval. All signs must meet applicable code regulations, must be properly permitted and at Landlord's election, will be removed by Tenant, at Tenant's expense, upon termination of this Lease for any reason. Any damage caused by installation or removal of any sign shall be at Tenant's expense.

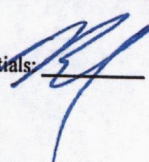
Tenant's Initials: 

Landlord's Initials: 

25. **Inspection of and Right of Entry to Leased Premises - Regular, Emergency, Relletting.** With forty-eight hours advance notice, Landlord and Landlord's agents and employees may enter and inspect the Leased Premises during regular business hours; may show it to prospective purchasers or lenders; or may make such repairs, alterations, improvements or additions as Landlord deems necessary. Landlord and Landlord's agents and employees may also enter the Leased Premises at any hour, if an emergency exists or reasonably appears to exist. Landlord shall be allowed to take all materials into and upon the Leased Premises that may be required therefor, without constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise, provided however that Landlord shall make reasonable efforts to avoid disrupting Tenant's business. During the six months prior to the expiration of the term of this Lease or any renewal thereof, Landlord may exhibit the Leased Premises (or any portion of it) to prospective tenants and may place upon the Leased Premises the usual notices indicating that the Leased Premises are for lease. Landlord may advertise the Leased Premises for sale at any time and may place signs upon the Leased Premises for such purpose.

26. **Alteration-Changes and Additions-Responsibility.** Unless Landlord's approval is first secured in writing, Tenant shall not install or erect inside partitions, add to existing electric power service, add any plumbing fixtures, add telephone outlets, add light fixtures, install additional heating and/or air conditioning equipment or fixtures or make any other changes or alterations to the interior or exterior of the Leased Premises. Any changes or alterations, approved by Landlord, shall be made at the sole cost and expense of Tenant. At the end of this Lease, all such fixtures, equipment, additions, changes and/or alterations (except trade fixtures installed by Tenant) shall be and remain the property of Landlord; provided however, Landlord shall have the option to require Tenant to remove any or all such fixtures, equipment, additions or alterations and restore the Leased Premises to the condition existing immediately prior to such change or installation, normal wear and tear excepted, all at Tenant's cost and expense. All such work shall be done in a good and workmanlike manner and shall consist of new materials unless Landlord otherwise agrees in writing. Any and all repairs, changes and/or modifications thereto shall be the responsibility and at the cost of Tenant. Landlord may require adequate security from Tenant assuring no mechanic's liens on account of work done on the Leased Premises by Tenant and may post the Leased Premises, or take such other action as is then permitted by law, to protect Landlord and the Leased Premises against mechanic's liens. Landlord may also require adequate security to assure Landlord that the Leased Premises will be restored to their original condition upon termination of this Lease. **In the event of any additions, changes, repairs, or alterations to the Leased Premises, Tenant shall prepare, for Landlord's signature, a "Notice of Non-Liability" complying with Colorado Revised Statute § 38-22-105 stating that the Leased Premises the Tenant's Premises, and the Area are not subject to any liens for work performed by, on behalf of, or at the request of Tenant. Such Notice of Non-Liability shall be in substantially the same form as Schedule 24 attached and incorporated herein and shall be posted on the front entrances to the Leased Premises and at other conspicuous locations in, on or around the Leased Premises for the duration of such additions, changes, repairs or alterations.**

27. **Landlord's Right to Make Changes and Additions.** Landlord reserves the right to make alterations or additions to Tenant's Premises or the Area at any time, provided such alterations

Tenant's Initials: 

Landlord's Initials: 

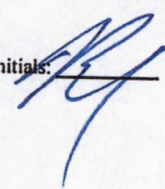
and additions do not materially, adversely affect Tenant's rights, obligations, benefits or burdens under this Lease. Landlord also reserves the right to construct other buildings and/or improvements in the Area and to make alterations or additions thereto, all as Landlord shall determine, provided such construction, alterations or additions do not materially, adversely affect Tenant's rights, obligations, benefits or burdens under this Lease. Easements for light and air are not included in the leasing of the Leased Premises to Tenant. Landlord further reserves the exclusive right to the roof of Tenant's Premises of which the Leased Premises are a part. Landlord also reserves the right at any time to relocate, vary and adjust the size of any of the improvements or Common Areas, PROVIDED, HOWEVER, that all such changes shall be in compliance with the requirements of governmental authorities having jurisdiction over the Area, and provided such changes do not materially, adversely affect Tenant's rights, obligations, benefits or burdens under this Lease.

28. **Damage or Destruction of Leased Premises.** If the Leased Premises or the Building are totally destroyed by fire or other casualty or so badly damaged that, in the opinion of Landlord, it is not feasible to repair or rebuild same, Landlord shall have the right to terminate this Lease upon written notice to Tenant. Such notice shall be given within 75 days after such fire or other casualty occurs. If Lease is not so terminated or the Leased Premises are partially damaged by fire or other casualty, not caused by Tenant's negligence, and are not rendered untenable thereby, as reasonably determined by Landlord, an appropriate reduction of the rent shall be allowed until repair thereof shall be substantially completed. Landlord shall undertake and complete such repairs with due diligence; if such repairs are not completed within 150 days after the fire or other casualty, Tenant may terminate this Lease by giving written notice of termination to Landlord at any time prior to the completion of such work.

29. **Condemnation Taking.** If the entire Leased Premises is taken for quasi-public purposes by any governmental entity or other entity having the power of condemnation, this Lease shall terminate as of the date that legal title to the Leased Premises vests in the condemning authority or the date such authority takes possession of the Leased Premises, whichever is earlier. If only a portion of the Leased Premises is so taken, Landlord may either terminate this Lease as of the date title or possession is transferred as set forth above, whichever is earlier, or continue this Lease in effect, in which event the Base Rent and Tenant's Prorata Share of Operating Expenses shall be equitably adjusted.

In either a total or partial condemnation, Landlord shall have the exclusive right to any award made by the condemning authority, and Tenant hereby waives and relinquishes any and all claim Tenant may have against such award and all other claims for compensation or damages against Landlord arising from such condemnation.

30. **Assignment or Subletting.** Tenant may not assign this Lease or sublet the Leased Premises or any part thereof, without the written consent of Landlord, which consent shall not be unreasonably withheld, and upon all reasonable conditions set by landlord. No such assignment or subletting, if approved by Landlord, shall relieve Tenant of any of its obligations hereunder, and the performance or nonperformance of any of the covenants herein contained by subtenants shall be considered as the performance or the nonperformance by Tenant. Any breach of the terms of this Lease by a sub-tenant shall constitute a breach of this Lease by Tenant. Notwithstanding anything to

Tenant's Initials: 

Landlord's Initials: 

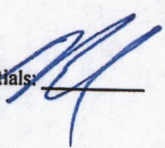
the contrary herein, Landlord shall not be liable to any sub-tenant of Tenant for any claim, damage, cause of action, damage to the Leased Premises or any portion of the Area, or any other liability of any kind or nature regardless of cause. Any reference to Tenant in this Lease shall include any sub-tenant as necessary to require such sub-tenant's compliance with the terms of this Lease. Landlord may charge Tenant an assignment/subletting fee in the amount of \$2,500.00 for administrative charges associated with the proposed assignment or sublease, along with other costs reasonably incurred by Landlord, including but not limited to attorney's fees.

31. **Access.** Landlord shall provide Tenant nonexclusive access to the Leased Premises through and across land and/or other improvements owned by Landlord during the term hereof. Landlord shall have the right, during the entire Lease Term, including all extensions thereof, to designate, and to change, such nonexclusive access.

32. **Subordination.** Tenant agrees that this Lease shall be subordinate to any mortgage, trust deed or ground lease that may now exist or which may hereafter be placed upon the Leased Premises (provided that any future holder of a mortgage, trust deed or ground lease mutually executes an SNDA with Tenant) and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Tenant shall execute and deliver that certain Tenant's Estoppel Certificate and Subordination, Non-Disturbance and Attornment Agreement ("SNDA") attached hereto as **Exhibit C**, which is incorporated by reference herein, contemporaneous with the execution of this Lease. Thereafter, Tenant shall execute and deliver whatever instruments may be required for the above purposes, and if it fails to do so within ten (10) days after demand in writing, does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do (provided however Tenant shall not be obligated to sign the same, and Landlord shall not be permitted to do so on Tenant's behalf, in the event the SNDA contains any inaccuracy or false statement). In the event of the sale or assignment of Landlord's interest in the Area or in the Buildings 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 Landlord covering the Leased Premises, Tenant shall, in accordance with the SNDA, attorn to the purchaser or assignee and recognize such purchaser or assignee as Landlord under this Lease. Any sub-lease to a sub-tenant or Tenant shall include a provision substantially the same as this Article 32 in favor of Landlord and its lenders, creditors or other parties which have a security interest in the Area or any portion thereof.

33. **Easements.** Landlord shall have the right to grant any easement on, over, under and above the Area for such purposes as Landlord determines, provided that such easements do not materially interfere with Tenant's occupancy and use of the Leased Premises.

34. **Construction.** Tenant acknowledges that the Area and the Buildings may be redeveloped/remodeled by Landlord and such redevelopment/remodeling will cause noise, dust, parking and other disturbances customarily associated with construction. Such disturbances shall not constitute an eviction of Tenant nor be the basis for any claim, demand, damages or rights to set-off of amounts due hereunder and Tenant hereby waives all such claims, provided Landlord observes customary practices to minimize the impact thereof on Tenant.

Tenant's Initials: 

Landlord's Initials: 

35. **Hold Harmless and Indemnification Agreement.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims, losses, expenses, costs, liabilities, judgments, and/or demands, including court costs and attorney's fees, suffered or incurred by Landlord, arising (1) from activities of Tenant, its respective agents or invitees on the Leased Premises or any portion of the Buildings or Area or on account of any operation or action by Tenant and (2) from all claims arising from any breach or default on the part of Tenant or any act of negligence of Tenant, or its respective, agents, contractors, servants, employees, licensees, or invitees; and (3) from any accident, injury or death of any person or damage to any property in or about the Leased Premises, the Tenant's Premises, or the Area caused any act of negligence of Tenant, or its agents, contractors, servants, employees, licensees, or invitees, all unless caused by the gross negligence of the Landlord, its agents, contractors, servants, employees, licensees, or invitees. Tenant's obligations under this Article shall survive any termination of this Lease, with respect to events occurring during the Term hereof.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands, including court costs and attorney's fees, suffered or incurred by Tenant, arising from the gross negligence of Landlord, its agents, contractors, servants, employees, licensees, or invitees. Landlord's obligations under this Article shall survive any termination of this Lease.

36. **Acts or Omissions of Others.** Landlord, its employees and agents, shall not be responsible or liable to Tenant or to Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of other tenants, their guests or invitees, occupying any other part of the Buildings or the Area or by persons who are trespassers on or in the Buildings or the Area, or for any loss or damage caused by or resulting from the bursting, stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever.

37. **Interest on Past Due Obligations.** Any amount due to Landlord not paid when due shall bear interest at two (2%) percent per month from due date until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

38. **Late Charge.** Landlord shall have the right to collect from Tenant, in addition to any interest due as set forth above, a monthly collection service charge for any payment due to Landlord hereunder which is delinquent ten (10) days or longer, said charge being two hundred fifty dollars (\$250.00), or five percent (5.00%) of said payments, whichever sum shall be greater.

39. **Holding Over.** If Tenant remains in possession of the Leased Premises after the termination of this Lease, whether by expiration of the lease term or otherwise, without a written agreement as to such possession, Tenant shall be deemed a month-to-month tenant. The Monthly Base Rent during such holdover tenancy shall be (1) 150% of the Monthly Base Rent paid for the last month of tenancy under this Lease, excluding any free rent concessions which may have been made for the last month of the Lease and (2) Tenant's Prorata share of Operating Expenses otherwise due under the Lease. In addition, Tenant shall be responsible for all other Rent due hereunder. No holding over by Tenant shall operate to renew or extend this Lease without the written consent of Landlord to such renewal or extension having been first obtained. Tenant shall indemnify Landlord

Tenant's Initials: 

Landlord's Initials: 

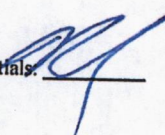
against loss or liability resulting from the delay by Tenant in surrendering possession of the Leased Premises including, without limitation, any claims made with regard to any succeeding occupancy bounded by such holdover period. Tenant's obligations under this Article shall survive any termination of this Lease.

40. **Modification or Extensions.** No modification or extension of this Lease shall be binding upon the Parties unless in writing and signed by the Parties.

41. **Status Statement.** If Landlord requests, Tenant agrees to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications); Tenant has accepted and occupied the Leased Premises; Tenant has not paid rent in advance; Tenant is not aware of any prior assignment of this Lease by Landlord; Tenant has no offsets against the rent or claims against Landlord; amount of the total monthly rent then being paid by Tenant hereunder; and, the date to which rent and other charges have been paid, to the extent such statements are truthful.

42. **Notice.** All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and addressed the first paragraph of this Lease. Those given to Tenant shall be properly given if served on Tenant or an employee of Tenant, posted on the Leased Premises, or sent to Tenant by United States registered or certified mail, return receipt requested, properly sealed, stamped and addressed to Tenant at the address noted above, or at such other place as Tenant may from time to time designate in a written notice to Landlord. Those given to Landlord shall be properly given if personally served on Landlord or if sent to Landlord, United States registered or certified mail, return receipt requested, properly sealed, stamped and addressed to Landlord at the address noted above, or at such other place as Landlord may from time to time designate in a written notice to Tenant. Any notice given by mailing shall be effective as of the date of mailing.

43. **Memorandum of Lease - Notice to Mortgagee.** Landlord and Tenant agree not to place this Lease of record, but upon the request of either party to execute and acknowledge a recordable short form lease indicating the names and respective addresses of Landlord and Tenant; the Leased Premises; the commencement and termination dates of the Lease Term and Option Period, if elected, but omitting rent and other terms of this Lease. Tenant consents to Landlord's assignment of rents and of Landlord's interest in this Lease to a mortgagee, if the same be made by Landlord. Tenant further agrees, if requested to do so by Landlord, that it will give to said mortgagee a copy of any request for performance by Tenant to Landlord or notice of default given by Tenant to Landlord, and if Landlord fails to cure such default, Tenant will give said mortgagee a sixty (60) day period in which to cure the same. Said period shall begin with the last day on which Landlord could cure such default before Tenant has the right to exercise any remedy by reason of such default. All notices to the mortgagee shall be sent by United States registered or certified mail, postage prepaid, return receipt requested.

Tenant's Initials: 

Landlord's Initials: 

44. **Controlling Law.** This Lease shall be construed consistently with the laws of the State of Colorado. Any dispute resulting in litigation hereunder shall be resolved in court proceedings instituted in Weld County and in no other jurisdiction.

45. **Landlord Not a Partner With Tenant.** Nothing contained in this Lease shall be deemed to make Landlord a partner, agent, associate of or in joint venture with Tenant in the conduct of Tenant's business, it being expressly understood and agreed that the relationship between the Parties is and shall at all times remain solely that of landlord and tenant.

46. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be ruled invalid or unenforceable to any extent, the remainder of this Lease or the application of such term, covenant or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

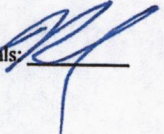
47. **Default – Remedies.**

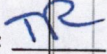
47.1. **Late Charge.** The Base Rent plus Tenant's share of Operating Expenses shall be due on the first day of each month. If said items have not been paid in full by the tenth (10th) day of a month, a late charge as provided in paragraph 38 shall be due and payable. The existence of such late charge shall not waive or release Landlord's right to declare Tenant in breach hereunder if such rent has not been paid in full by the first day of the month in which it is due.

47.2. **Breach/Default.** Upon breach of this Lease for failure to pay the Rent (including Monthly Base Rent, Assessments and/or Operating Expenses) in full, or upon Tenant's failure to pay utilities or any other monetary item in full, when required hereunder, Landlord may give Tenant written notice specifying such breach and allowing three (3) days for cure thereof. If Tenant fails to cure such breach within said grace period, by paying in full all amounts required to cure such breach (including, but not limited to, any late charge that may accrue during said grace period), Landlord may declare Tenant in default under this Lease.

If Tenant fails timely to perform any non-monetary obligation of this Lease, Landlord shall have the right to give written notice to Tenant specifying such breach and allowing fifteen (15) days thereafter for cure. Tenant may cure such breach by tendering performance in full as required hereunder during such grace period or, if such breach is of such a nature that it cannot be cured by diligent effort during such grace period, Tenant may cure its breach by undertaking a course of performance within such grace period and diligently pursuing it thereafter. If Tenant fails to cure its breach within said grace period, Landlord may declare Tenant in default hereunder.

47.3. **Remedies.** If Tenant shall default in the payment of rent or in the keeping of any of the terms, covenants or conditions of this Lease to be kept and/or performed by Tenant,

Tenant's Initials: 

Landlord's Initials: 

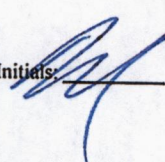
Landlord, upon compliance with the notice requirements of paragraph 47.2, if any, may immediately, or at any time thereafter, reenter the Leased Premises and remove all persons and property therefrom, without being liable for indictment, prosecution for damage therefor, or for forcible entry and detainer, and repossess and enjoy the Leased Premises, together with all additions thereto or alterations and improvements thereof. Landlord may, at its option, at any time and from time to time thereafter, re-let the Leased Premises or any part thereof for the account of Tenant or otherwise, and receive and collect the rents therefore and apply the same first to the payment of such expenses as Landlord may have incurred in recovering possession and for putting the same in good order and condition for re-rental, and expense, commissions and charges paid by Landlord in reletting the Leased Premises. Any such reletting may be for the remainder of the Lease Term or for a longer or shorter period. In lieu of reletting such Leased Premises, Landlord may occupy the same or cause the same to be occupied by others.

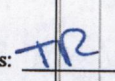
Upon default, whether or not the Leased Premises or any part thereof be re-let, Landlord, at its election, may accelerate the remaining rent and all other charges required to be paid by Tenant under the Lease until the end of the Lease Term and any extensions thereof ("**Accelerated Amount**"). The Accelerated Amount shall be immediately due and payable by Tenant to Landlord.

Whether or not the Leased Premises or any part thereof be re-let, Tenant shall pay Landlord the Rent and all other charges required to be paid by Tenant up to the time of the expiration of this Lease or such recovery of possession, as the case may be, and thereafter, Tenant, if required by Landlord, shall pay to Landlord until the end of the Lease Term and Option Period, if elected, the equivalent of the amount of all Rent reserved herein and all other charges required to be paid by Tenant, less the net amount received by Landlord for such reletting if any. Unless waived by written notice from Landlord to Tenant, no action taken by Landlord to obtain possession of the Leased Premises or to recover any amount due to Landlord hereunder shall be taken as a waiver of Landlord's right to require full and complete performance by Tenant of all terms hereof, including payment of all amounts due hereunder, or as an election by Landlord to terminate this Lease.

If the Leased Premises are reoccupied or repossessed by Landlord pursuant hereto, and regardless of whether the Leased Premises shall be relet or possessed by Landlord, all fixtures, additions, furniture, and the like then on the Leased Premises shall be deemed abandoned by Tenant and may be retained by Landlord.

Notwithstanding any such reentry and repossession of the Lease Premises, Tenant and all Guarantors shall remain liable for the full amount of rent and other sums due under the Lease for the balance of the Lease Term and Option Period, if elected. In the event of any violation or default under this Lease by Tenant, Tenant shall be required to pay all costs and expenses, including reasonable attorney's fees incurred by Landlord in enforcing the terms hereof, whether or not litigation is commenced. Tenant and Guarantor shall be jointly and severally liable for any and all obligations arising under this Lease.

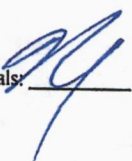
Tenant's Initials: 

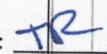
Landlord's Initials: 

47.4. **Abandonment.** In the event Tenant is in default under the terms hereof and, by the sole determination of Landlord, has abandoned the Leased Premises, or any portion thereof, Landlord shall have the right to remove all Tenant's property from the Leased Premises and dispose of said property in such a manner as determined best by Landlord, at the sole cost and expense of Tenant and without liability of Landlord for the actions so taken.

47.5. **Vacancy.** Notwithstanding anything to the contrary herein, in the event any of the Leased Premises remains vacant for more than ninety (90) days after the Commencement Date as determined by Landlord in its sole discretion (each a "**Vacated Space**"), Landlord shall have the right, but not the obligation, to immediately, or at any time thereafter, reenter the Vacated Space (whether sub-leased or not) and remove all persons and property therefrom, without being liable for indictment, prosecution for damage therefor, or for forcible entry and detainer, and repossess and enjoy the Vacated Space, together with all additions thereto or alterations and improvements thereof. Landlord may, at its option, at any time and from time to time thereafter, relet the Vacated Space or any part thereof for the account of Tenant or otherwise, and receive and collect the rents therefore (the "**Vacated Space Rents**") and apply the same first to the payment of such expenses as Landlord may have incurred in recovering possession and for putting the Vacated Space in good order and condition for rental, and expense, commissions and charges paid by Landlord in reletting the Vacated Space. Any such reletting may be for the remainder of the Lease Term or for a longer or shorter period. In lieu of reletting such Vacated Space, Landlord may occupy the same or cause the same to be occupied by others. In the event Landlord exercises its rights under this Article 47.5 with respect to any Vacated Space, this Lease (excluding Tenant's right to possession of the Vacated Space) shall remain in full force and effect and Tenant shall pay all Rent and other charges as required herein including, without limitation, Rent for the Vacated Space. If the Vacated Space is relet by Landlord and the Vacated Space Rents are applied for the account of Tenant as set forth above, Tenant shall not be entitled to a credit which is more than the Rent (Base Rent, Operating Expenses and all other amounts due hereunder) for such Vacated Space as determined in accordance with this Lease. Tenant shall in all events be responsible for any deficiency in the Vacated Space Rents to the extent such Vacated Space Rents actually received by Landlord are less than the Rent for the Vacated Space set forth herein. If Landlord exercises its rights under this Article 47.5, no Vacated Space shall be subject to any use restrictions and Landlord may relet the Vacated Space to any Tenant for any use in Landlord's sole discretion.

47.6. **Insolvency - Bankruptcy.** If Tenant makes an assignment of Tenant's business or property for the benefit of creditors, or, if Tenant's leasehold interest hereunder shall be levied upon by execution or seized by virtue of any writ of any court of law, or, if application be made for the appointment of a receiver for the business or property of Tenant, or, if a petition in bankruptcy shall be filed by or against Tenant, then and in any such case, at Landlord's option, with or without notice, Landlord may terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of the obligations of Tenant hereunder.

Tenant's Initials: 

Landlord's Initials: 

47.7. **Other Remedies.** In addition to remedies granted Landlord by the terms hereof, Landlord shall have available any and all rights and remedies available under the statutes of the State of Colorado. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Further, all powers and remedies given by this Lease to Landlord may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be considered to be a waiver of any such default or acquiescence thereof. The acceptance of rent by Landlord shall not be deemed to be a waiver of any breach of any of the covenants herein contained or of any of the rights of Landlord to any remedies herein given.

48. **Tenant's Remedies.** Upon Landlord's breach of this Lease, Tenant shall have the right to give notice to Landlord specifying such breach and allowing thirty (30) days thereafter for cure of such breach. If the breach is of such a nature that it cannot be cured by diligent effort during such grace period, Landlord may cure its breach by undertaking a course of performance within such grace period and diligently pursuing it thereafter. If Landlord fails to cure its breach within said grace period, Tenant may pursue all remedies available to Tenant at law or in equity; PROVIDED, HOWEVER, that all rent (including Monthly Base Rent, and Operating Expenses), and payment of all other monetary obligations required of Tenant by this Lease shall be due and payable without deduction or setoff.

49. **Legal Proceedings - Responsibilities.** In the event of breach or default by Tenant, Landlord shall be entitled to recover all costs and expenses of enforcement, including reasonable attorney's fees, whether or not litigation is actually commenced. In the event of proceeding at law or in equity by Landlord hereto, Tenant shall pay all costs and expenses, including all reasonable attorney's fees incurred by the Landlord in pursuing such remedy, if Landlord is awarded substantially the relief requested.

50. **Administrative Charges.** In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever, Landlord shall be entitled, in addition to any other remedy that may be available (1) to make an administrative charge of \$100.00 or three times the face value of the check, bank draft or negotiable instrument, whichever is smaller, and (2) at Landlord's sole option, to require Tenant to make all future rental payments in cash or cashier's check.

51. **Hazardous Materials and Environmental Considerations.**

51.1. Tenant covenants and agrees that Tenant and its agents, employees, contractors and invitees shall comply with all Hazardous Materials Laws (as hereinafter defined). Without limiting the foregoing, Tenant covenants and agrees that it will not use, generate, store or dispose of, nor permit the use, generation, storage or disposal of Hazardous Materials (as hereinafter defined) on, under or about the Leased Premises, or will it transport or permit the transportation of Hazardous Materials to or from the Leased Premises, except

Tenant's Initials: 

Landlord's Initials: 

in full compliance with any applicable Hazardous Materials Laws. Any Hazardous Materials located on the Leased Premises by Tenant shall be handled in an appropriately controlled environment which shall include the use of such equipment (at Tenant's expense) as is necessary to meet or exceed standards imposed by any Hazardous Materials Laws and in such a way as not to interfere with any other tenant's use of its premises. Upon breach of any covenant contained herein, Tenant shall, at Tenant's sole expense, cure such breach by taking all action prescribed by any applicable Hazardous Materials Laws or by any governmental authority with jurisdiction over such matters.

51.2. Tenant shall inform Landlord at any time of (i) any Hazardous Materials it intends to use, generate, handle, store or dispose of; on or about or transport from, the Leased Premises and (ii) of Tenant's discovery of any event or condition which constitutes a violation of any applicable Hazardous Materials Laws. Tenant shall provide to Landlord copies of all communications to or from any governmental authority or any other party relating to Hazardous Materials affecting the Leased Premises.

51.3. Tenant shall indemnify and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses (including, without limitation, diminution on value of the Leased Premises, damages for loss or restriction on use of all or part of the Leased Premises, sums paid in settlement of claims, investigation of site conditions, or any cleanup, removal or restoration work required by any federal, state or local governmental agency, attorney's fees, consultant fees and expert fees) which arise as a result of or in connection with any breach of the foregoing covenants or any other violation contained herein shall also accrue to the benefit of the employees, agents, officers, directors and/or partners of Landlord. Tenant's obligations under this Article shall survive any termination of this Lease.

51.4. Upon termination of this Lease and/or vacation of the Leased Premises, Tenant shall properly remove all Hazardous Materials. Landlord shall grant to Tenant and its agents or contractors such access to the Leased Premises as is necessary to accomplish such removal. Landlord may require Tenant, in its reasonable discretion, and at Tenant's expense, to complete an environmental audit by a duly qualified firm to ensure that the Leased Premises are free from Hazardous Materials and in compliance with all applicable regulations. Tenant's obligations under this Article shall survive any termination of this Lease.

51.5. "**Hazardous Materials**" shall mean (a) any chemical, material, substance or pollutant which poses a hazard to the Leased Premises or to persons on or about the Leased Premises or would cause a violation of or is regulated by any Hazardous Materials Laws, and (b) any chemical, material or substance defined as or included in the definitions of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "regulated substances", or words of similar import under any applicable federal, state or local law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, as amended 49 U.S.C.

Tenant's Initials: 

Landlord's Initials: 

Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq.; the Solid Waste Disposal Act, 42 U.S.C. Section 6991 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; and Sections 15-15-101, et seq.; 25-16-101, et seq.; 25-7-101, et seq.; and 25-8-101 et seq.; of the Colorado Revised Statutes. "**Hazardous Materials Laws**" shall mean any federal, state or local laws, ordinances, rules, regulations, or policies (including, but not limited to, those laws specified above) relating to the environmental, health and safety or the use, handling, transportation, production, disposal, discharge or storage of Hazardous Materials, or to industrial hygiene or the environmental conditions on, under or about the Leased Premises. Said term shall be deemed to include all such laws as are now in effect or as hereafter amended and all other such laws as may hereafter be enacted or adopted during the term of this Lease.

52. **Entire Agreement.** It is expressly understood and agreed by and between the Parties that this Lease sets forth all the promises, agreements, conditions, and understandings between Landlord and/or its agents and Tenant relative to the Leased Premises and that there are no promises, agreements, conditions, or understandings either oral or written, between them or other than are herein set forth.

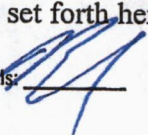
53. **Tenant's Failure to Maintain Premises.** Should Tenant neglect to keep and maintain the Leased Premises as required herein, Landlord shall have the right, but not the obligation, to have the work done. All reasonable costs plus a ten percent (10%) overhead charge therefor shall be charged to Tenant as additional rental, payable with the rental next due.

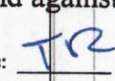
54. **Guarantee and Financial Statements.** This Lease and Tenant's performance hereunder shall be personally guaranteed by Brian F. Seifried ("Guarantor") by execution of a Guarantee Agreement in the form attached hereto as **Exhibit D** and incorporated herein by reference. A current financial statement of Tenant and of all Guarantors shall be provided to Landlord upon execution of this Lease by Tenant and once a year upon request of Landlord for such financial statements..

55. **Schedules and Exhibits Attached.** This Lease includes various Exhibits and Schedules which are incorporated herein and made a part of this Lease.

56. **Miscellaneous.** All marginal notations and paragraph headings are for purposes of reference and shall not affect the true meaning and intent of the terms hereof. Throughout this Lease, wherever the words "Landlord" and "Tenant" are used, they shall include and imply to the singular, plural, persons both male and female, companies, partnerships and corporations, and in reading said Lease, the necessary grammatical changes required to make the provisions hereof mean and apply as aforesaid shall be made same manner as though originally included in said Lease.

57. **Broker.** Brian Smerud ("Broker") has acted as a licensed real estate broker for the negotiation of this Lease. Both parties acknowledge that Broker has acted as the Landlord's broker, only, and that both parties have been advised to review this Lease with their own legal, accounting, and financial advisers, prior to signing it. Landlord shall be solely responsible for payment of any commission due to Broker relative to this transaction and shall hold Tenant harmless therefrom. Except as set forth herein, the Parties shall indemnify and hold the other harmless from and against

Tenant's Initials: 

Landlord's Initials: 

any cost, expense, liability or claim, including reasonable attorney fees, for any claims or demands for any commission or other compensation due a purported agent of such party except as specifically set forth herein. The Parties' obligations under this Article shall survive any termination of this Lease.

58. **Additional Provisions.** The Parties agree to the following:

Tenant shall continuously during the entire Lease Term hereof conduct and carry on Tenant's business in the Leased Premises during the usual business hours of each and every business day as is customary for businesses of like character in the area in which the Leased Premises is located.

Tenant's Initials: 

Landlord's Initials: 

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the dates shown by their respective signatures.

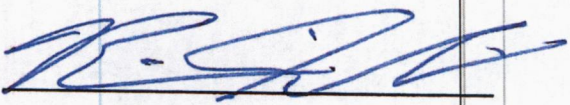
LANDLORD:

SOMAD, LLC

BY: 

TENANT:

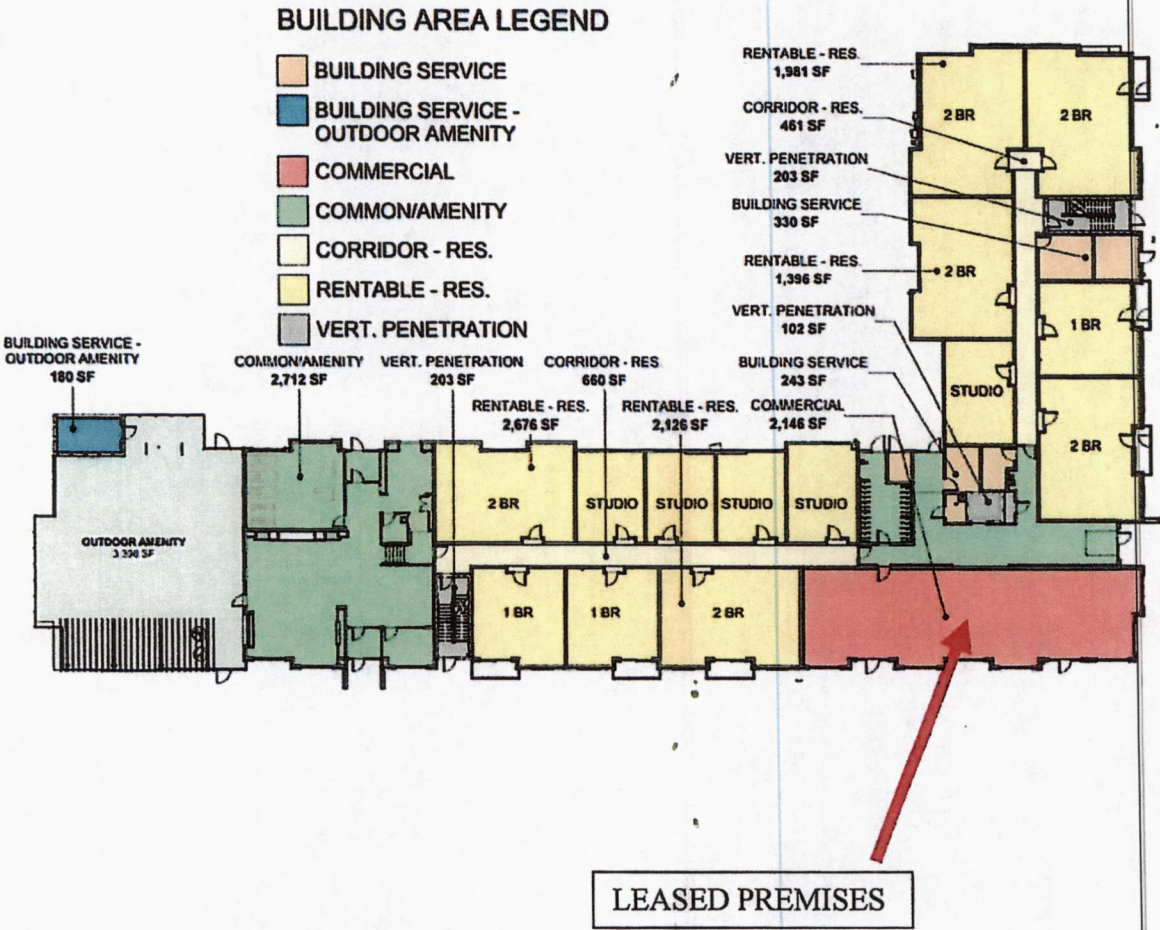
Sexy Sammies, LLC

BY: 

Tenant's Initials: _____

Landlord's Initials: TR

SCHEDULE 1.1
DEPICTION OF LEASED PREMISES



Tenant's Initials:

Landlord's Initials: TR

SCHEDULE 1.6

The Premises shall be delivered by Landlord to Tenant As Is in a cold dark shell condition. Within thirty (30) days of the execution of this Lease, Tenant shall furnish to Landlord, Tenant's plans ("Pricing Set") for review.

Tenant's Initials: _____

[Handwritten initials]

Schedule 1.6
Page 1

Landlord's Initials: _____

[Handwritten initials]

SCHEDULE 4

PROHIBITED USES

Tenant shall be prohibited from using any portion of the Leased Premises for any of the following uses if such use constitutes Tenant's primary business:

1. The distillation, fermenting, aging, manufacture, packaging, and distribution of distilled alcoholic spirits including, but not limited to, beer, cider and wine, which restriction shall not include the selling of alcoholic beverages with food;
2. Tenant shall be prohibited from using any portion of the Leased Premises for any activity related to marijuana including, but not limited to cultivation, growth, storage, use, manufacturing, or distribution facilities for recreational or medical marijuana operations.

For purposes of this Lease, an activity or sale of a specific good or service will be considered a "primary business" if such business receives twenty percent (20%) or more of its annual gross revenue from the sale of such good or service.

Tenant's Initials: RY

Schedule 4
Page 1

Landlord's Initials: TR

SCHEDULE 24

NOTICE OF NON-LIABILITY

TO WHOM IT MAY CONCERN:

1. Notice is given that the undersigned, SoMad, LLC, a Colorado limited liability company, of 5200 West 20th Street, Greeley, Colorado 80634, is the legal owner of the real property at 1540 8th Avenue, Greeley Colorado 80631, more particularly described as follows:

Commercial Unit 101,
South Madison Apartments
1540 8th Avenue
Greeley, Colorado 80631

the "Premises".

2. Other persons having an interest in such property, and the interest of such persons therein, are as follows: _____. Tenant.

3. On _____, the undersigned first learned of remodeling of the Premises.

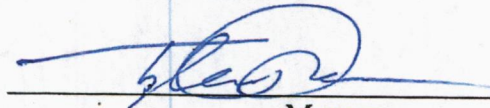
4. Five (5) days have not elapsed since the date that the undersigned first obtained such knowledge.

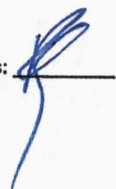
5. The undersigned will not be responsible for such remodeling, nor will the undersigned be responsible for any labor or materials that have been, are being, or may, in the future, be furnished or supplied to the premises with respect to such re-modeling of the premises.

THIS NOTICE IS GIVEN PURSUANT TO COLORADO REVISED STATUTES, SECTION 38-22-105.

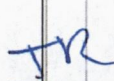
Dated and Posted: _____

SoMad, LLC,
a Colorado limited liability company

By: , Manager

Tenant's Initials: 

Schedule 24
Page 1

Landlord's Initials: 

**Exhibit A
Deleted**

Tenant's Initials: _____

Landlord's Initials: TR

Exhibit B
LEASE COMMENCEMENT AGREEMENT

THIS LEASE COMMENCEMENT AGREEMENT is made and entered into as of _____, by SOMAD, LLC, a Colorado limited liability company ("**Landlord**"), and _____ ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into a Lease Agreement dated _____, 2022, (the "Lease") for certain space located at, identified as:

Commercial Unit 101,
South Madison Apartments
1540 8th Avenue
Greeley, Colorado 80631

as more specifically defined in the Lease (the "Leased Premises"); and

- B. Tenant is in possession of the Leased Premises, and the Lease Term has commenced; and
- C. The Lease provided for a Commencement Date upon the earlier of: (i) nine (9) months after the Delivery Date, defined in the Lease; or (ii) the date that is thirty (30) days after Tenant receives it's certificate of occupancy; and
- D. Landlord and Tenant now desire to set forth in this instrument the exact commencement and expiration dates of the Term of the Lease:

NOW THEREFORE, the Landlord and Tenant agree that the Lease Commencement Date is _____. The term of the Lease shall expire on _____, or, if Tenant has the right to exercise the extension option of 60 months, the term of the Lease will expire on _____, unless the Lease terminates earlier as provided in the Lease. Capitalized terms used but not defined in this Lease Commencement Agreement shall have the meanings ascribed to them in the Lease. Except as otherwise set forth herein, all other dates and terms shall remain as set forth in said Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Commencement Agreement on the dates shown by their respective signatures.

LANDLORD:

SOMAD, LLC

TENANT:

Sexy Sammies, LLC

BY: _____

BY: _____

Tenant's Initials: _____

Landlord's Initials: TR

EXHIBIT C

TENANT'S ESTOPPEL CERTIFICATE AND
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

Date: _____, 20____
Tenant: _____ ("Tenant")
Address: _____

The undersigned, as Tenant, has executed that certain Lease, dated _____, as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time (the "Lease"), between Tenant and SoMad, LLC, a Colorado limited liability company, as landlord ("Landlord") for the lease of certain premises described as:

Commercial Unit 101,
South Madison Apartments
1540 8th Avenue
Greeley, Colorado 80631

(the "Leased Premises").

make a loan ("Loan") to Landlord or its assignee which will be secured, in part, by a first priority Deed of Trust (the "Deed of Trust") and Assignment of Rents and Leases (which includes the Lease) encumbering the real property described as:

South Madison Apartments
1540 8th Avenue
Greeley, Colorado 80631

Bank has requested this SNDA of Tenant as a condition precedent to consummation of the Loan transaction described above. This instrument is for the benefit of Bank.

In accordance with the terms of the Lease, Tenant ratifies the Lease and certifies that:

1. A true, complete and correct copy of the Lease (including all amendments), is attached hereto as Exhibit A. The Lease and any agreements between Landlord and Tenant referenced therein represent the entire agreement between the parties as to this leasing. The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as set forth herein.

2. The current term of the Lease expires on _____ unless sooner terminated in accordance with the terms of the Lease.

Tenant's Initials: _____

Landlord's Initials: TR

3. As of the date hereof, all required contributions by Landlord to Tenant on account of Tenant's improvements have been received to the extent the same are due and owing to date, Landlord has fully satisfied any obligations accrued to date to directly provide any of Tenant's improvements, and there are no future such contributions or obligations owing from the Landlord under the Lease subsequent to the date hereof, except as provided in the Lease or as follows:

4. Tenant is not in default under the Lease and there are no existing defaults by Landlord, or defenses, offsets, counterclaims or deductions which could be asserted by Tenant against current or future rental or other payment obligations under the Lease. Tenant does not have any charge, lien, claim, or right of offset under the Lease or otherwise, against rents or other amounts due or to become due thereunder.

5. No rental has been paid more than one (1) month in advance, and the sum of Three Thousand Dollars (\$3,000.00) has been deposited with Landlord, which represents the security deposit as outlined in the Lease. Except as otherwise required by the Lease, Tenant agrees not to pay rent more than one (1) month in advance.

6. There are no agreements with Landlord to defer any arrearages in the payment of rentals or other amounts owing from the Tenant under the Lease, and Tenant is not obligated to Landlord or any of its affiliates for repayment of any loan or other similar advance made to or on behalf of Tenant.

7. Tenant further acknowledges that under the terms of the Deed of Trust, any further material modification or amendment of the Lease made by Landlord shall be subject to Bank's prior written consent.

8. Tenant has not been granted any option to purchase the Leased Premises or any rights of first refusal or first offer relating to any potential purchase of the Leased Premises.

9. Tenant has not begun any action nor sent or received any notice to terminate the Lease. Tenant does not currently have any exercisable offset rights or right to cancel or terminate the Lease or to claim a partial or total eviction.

10. Tenant has not encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest the Lease created, other than subleases made in compliance with the Lease.

11. All payments for insurance coverage required to be carried and paid for by Tenant under the Lease are current and have been paid through the date hereof.

12. In the event Tenant ever claims a default by Landlord under the Lease, Tenant agrees to give Bank prompt written notice thereof at an address provided by Bank. At Bank's option, Bank, or its successors or assigns, shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Bank shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Bank agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Leased Premises, provided that Bank undertakes by written notice to Tenant to exercise reasonable efforts

Tenant's Initials: _____

Landlord's Initials: TR

to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Bank's cure period shall continue for such additional time as Bank may reasonably require to either: (i) obtain possession and control of the Leased Premises with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

13. The Lease shall at all times remain subject and subordinate to the terms and conditions and provisions of the Deed of Trust and Tenant hereby subordinates its rights under the Lease to the lien of the Deed of Trust and Assignment of Rents and all advances made under the Deed of Trust; provided, however that Bank agrees not to disturb Tenant's occupancy pursuant to the terms of the Lease so long as Tenant is not in default thereunder beyond the expiration of any applicable cure period, in the event that Bank succeeds to Landlord's interest in the Lease.

14. In the event of a default by Landlord under the Deed of Trust that is not cured within any applicable cure period, and Bank exercises any of its remedies under the Deed of Trust, Tenant agrees to attorn to and recognize, as the successor Landlord, either Bank or any other successor to the ownership of property, in the event the property is conveyed to any such party by virtue of a foreclosure of the Deed of Trust or deed in lieu thereof. In the event Bank, or its successors, takes possession of the Leased Premises, Bank, or its successors, shall not be (i) liable for any act or omission of Landlord occurring prior to Bank taking title to the Leased Premises, (ii) subject to any claims or offsets that Tenant may have against Landlord, (iii) bound by any material amendment to the Lease made after the date of this SNDA without Bank's consent, or (iv) personally liable for any obligation of Landlord under the Lease to which Bank succeeds. Bank's liability for any such obligation is limited at all times to its interest in the property and the rents, profits and proceeds therefrom.

15. Tenant hereby acknowledges notice that pursuant to the Deed of Trust and Assignment of Rents, Landlord has granted to the Bank an absolute, present assignment of the Lease and Rents which provides that Tenant continue making payments of rents and other amounts owed by Tenant under the Lease to the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Bank. After receipt of such notice from Bank, the Tenant shall thereafter make all such payments directly to the Bank or as the Bank may otherwise direct, without any further inquiry on the part of the Tenant.

16. Any notice or request given or demand made under this SNDA by one party to the other shall be in writing, and may be given or be served by hand delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service shall be deemed effective when delivered to its addressee. For purposes of notice, the addresses of the parties shall, until changed as herein provided, be as follows:

If to the Lender, at:

[INSERT LENDER ADDRESS]

Tenant's Initials: _____

Landlord's Initials: TR

and

[INSERT LENDER'S ATTORNEY ADDRESS]

If to the Tenant, at:

[INSERT ADDRESS]

and

[INSERT ADDRESS]

17. The undersigned representatives of Tenant are duly authorized and fully qualified to execute this instrument on behalf of Tenant, thereby binding Tenant.

TENANT:

Date: _____ (NAME OF TENANT)

By: _____

LANDLORD CONSENT AND ACKNOWLEDGMENT

The undersigned hereby acknowledges the terms and conditions of the foregoing Tenant's Estoppel Certificate and Subordination, Non-Disturbance and Attornment Agreement, consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of Tenant making payments of rents or other amounts owed by Tenant under the Lease directly to Bank, pursuant to the terms herein.

SoMad, LLC,
a Colorado limited liability company

By: _____, Manager

Tenant's Initials: _____

Landlord's Initials: _____

Exhibit D
GUARANTEE AGREEMENT

In consideration of the benefits flowing to me, personally, from the execution and performance of the Lease dated February 18, 2022 for the premises described as:

Commercial Unit 101,
South Madison Apartments
1540 8th Avenue
Greeley, Colorado 80631

Lot 2, Block 165, South Madison
Greeley, Colorado 80631.

the receipt and adequacy of which consideration are hereby acknowledged, (individually or collectively if more than one "Guarantors") hereby personally guarantee, jointly and severally, any payments by Sexy Sammies, LLC. ("Tenant"), of all rent and other monetary obligations of the Tenant under said Lease, and the performance of all non-monetary obligations of the Tenant under said Lease.

Guarantors acknowledge and agree that the Landlord has and will rely upon this Personal Guarantee and that Landlord would not have entered into the Lease if this Personal Guarantee had not been executed.

Guarantors hereby waive and release any right we may have to require Landlord to pursue or exhaust legal or equitable remedies against the Tenant, prior to enforcement of this Personal Guarantee against Guarantors.

Guarantors understand and agree that if a default occurs in the payment of rent or other amounts due and payable under the Lease or in the performance of any other covenant or condition set forth in the Lease, Landlord shall be entitled to commence any action or proceeding against Guarantors, jointly and severally if more than one, or to otherwise exercise any remedy available at law or in equity to enforce this Personal Guarantee, without first commencing any action or otherwise proceeding against the Tenant or otherwise exhausting any or all of its available remedies against the Tenant under the Lease. Landlord may maintain successive actions for other defaults, and Landlord's rights under this Personal Guarantee shall not be exhausted by the Landlord's exercise of any of such rights or remedies, or by any number of successive actions, unless and until all obligations hereby guaranteed have been fully performed.

Guarantors liability as a Guarantor shall in no way be affected by, and Guarantors hereby expressly waive any defense that may arise by reason of, the release or discharge of the Tenant in any creditors, receivership, bankruptcy or other proceeding, or the impairment, limitation, or modification of such liability of such liability of the Tenant in bankruptcy.

This Personal Guarantee shall remain in full force and effect until all amounts due under the Lease have been paid in full and all other obligations under the Lease have been fully performed.

This personal Guarantee shall inure to the benefit of, and shall bind, the Landlord and Guarantors, our respective heirs, grantees, legal representatives, successors and assigns.

This personal Guarantee shall be released in the event the property is sold to an entity not affiliated with Landlord.

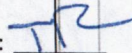
SIGNED this 18th day of February, 2022.

GUARANTOR:


_____, individually

Tenant's Initials: _____

Exhibit D | Page 1

Landlord's Initials:  _____

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	
95408767-0000	03	0057	017	L	093022	Aug	18	22	2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: BRIAN F. SEIFRIED
1540 8TH AVE GREELEY CO 80631-7244

**THIS LICENSE IS NOT
TRANSFERABLE**



SEXY SAMMIES LLC
912 9TH AVE
GREELEY CO 80631-1114

Executive Director
Department of Revenue

Letter Id: L1726881808

▲ Detach Here ▲
IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to **Colorado.gov/RevenueOnline** to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return **AND** payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
 - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
 - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are **still** required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.



City of Greeley
Finance Department

1000 10th Street
Greeley, CO 80631

Tuesday Sep 13 2022 12:27:30 PM

OCCUPATION FEE	1,500.00
SEXY SAMMIES	
CITY APPLICATION/PERMIT	650.00
LIQUOR LICENSE	75.00

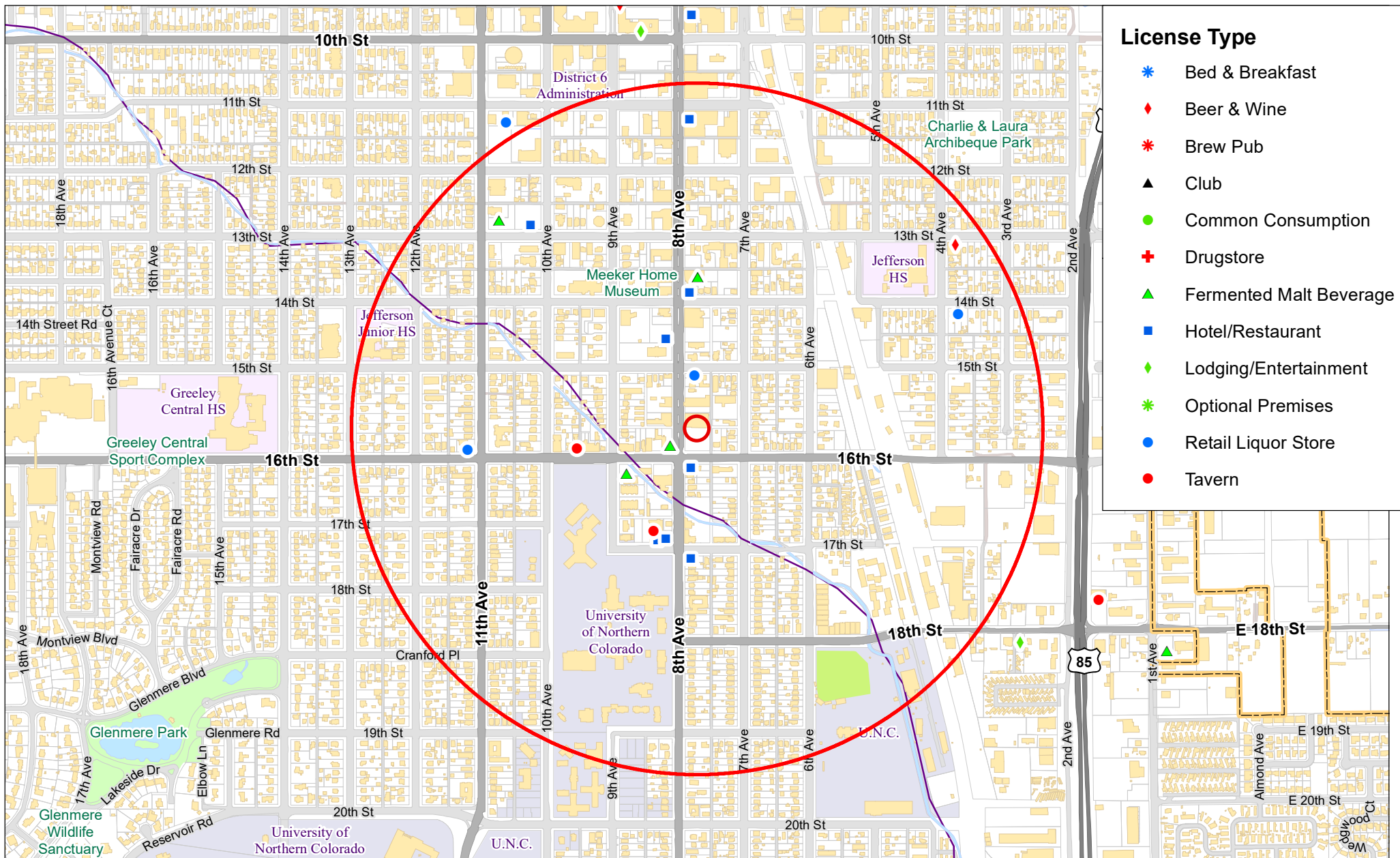
Total	2,225.00
--------------	-----------------

Check 017273	2,225.00
--------------	----------

Have a nice day!

Received From: WING SHACK ENTERPRISES INC
Receipt #: tv-09142022-2

Location Code: 900



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.

Sexy Sammies 1540 8TH AVENUE 9/16/2022 - 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



City of Greeley, Colorado
Office of the City Clerk

Petition Review Summary

Date Reviewed: October 18, 2022
Name of Reviewer: Allie Powell

[illegible]

Comments:

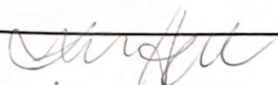
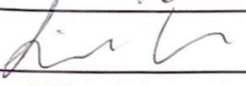
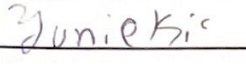
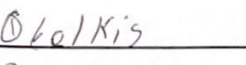
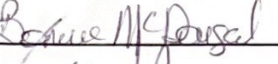
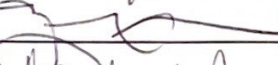
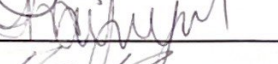
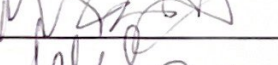
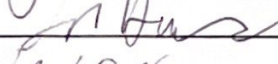
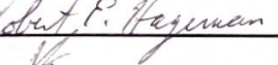
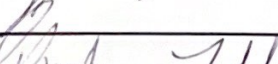
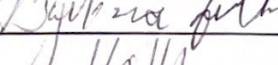
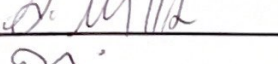
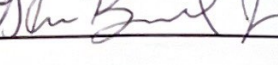
Total Signatures: 107

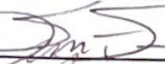
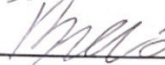
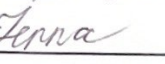
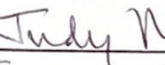
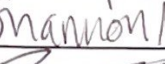
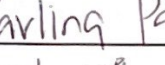
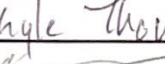
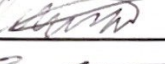
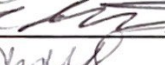
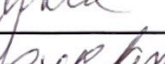
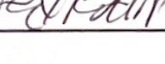
Less: Invalid Signatures: 2

Total Valid Signatures: 105

PETITION TO THE GREELEY LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Hotel/Restaurant type liquor license has been filed with the Greeley City Clerk's Office on Sept 13th 2022 by: Sexy Sammies LLC doing business as Sexy Sammies and proposed to be located at 1540 8th Ave. 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. 	Carrie Hara	8th Ave NW 4	Resident	10/14/22	✓	
2. 	Hui Lin	8th Avenue	resident	10/16/22	✓	
3. 	Bonnie McDaniel	8th A 440	resident	10/16/22	✓	
4. 	Leyza	8th A 440	resident	10/16/22	✓	
5. 	Bonnie McDaniel	8th A 439	resident	10/16/22	✓	
6. 	London	8th A 435	res.	10/16	✓	
7. 	Zephane	8th A 431	Res	10/16	✓	
8. 	Shay Vigil	8th A 426	Res	10/16	✓	
9. 	Justin Herman	8th 423	Res	10/16	✓	
10. 	MARE GONZA	8th 420	Res	10/16	✓	
11. 	Jordan Scadd	8th 334	Res	10/16	✓	
12. 	Tray Hale	8th 332	Res	10/16	✓	
13. 	Robert E Hageman	8th 333	Res	10/16	✓	
14. 	Anna V. Leuen	8th 323	Res	10/16	✓	
15. 	BARBARA FULK	8th 320	Res	10/16	✓	
16. 	Sam Mills	8th 334	Res	10/16	✓	
17. 	Jordan Wilson	8th 346	Res	10/16	✓	
18. 	Glenn Bernard	8th 242	Res	10/16	✓	

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
19. 	Sam Summers	1540 8TH AVE. 225	Resident	10/16/2022	✓	
20. 	Beau Little	1540 8th ave. 10228	Resident	10/16/2022	✓	
21. 	Jenna Richards	1540 8th ave A225	Resident	10/16	✓	
22. 	Judy Mehan	154 8th Ave Apt 222	Res	10/16	✓	
23. 	Shannon Murphy	1540 8th Ave Apt 221	Res	10/16	✓	
24. 	Zach Angelillo	1540 8th Ave Apt 221	Res	10/16	✓	
25. 	Parling Palmer	1540 8th Ave 220, Greeley 110	Res	10/16	✓	
26. 	Kyle Thoutt	1540 8th Ave 176 Greeley	Res	10/16	✓	
27. 	Chris Camper	1540 8th Ave Apt 128	Res	10/16	✓	
28. 	Edwin Rodriguez	1540 8th Ave 127	Res	10/16	✓	
29. 	Imara Fuentes	1540 7th Ave 140	Res	10/16	✓	
30. 	Kyle Clark	1540 8th Ave 145	Res	10/16	✓	
31.						
32.						
33.						
34.						
35.						
36.						
37.						
38.						
39.						
40.						
41.						
42.						

**AFFIDAVIT
CIRCULATOR**

I, STEVEN MURLOWSKI, 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.

Steve Murlowski
Circulator

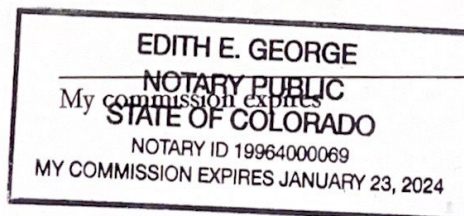
STATE OF COLORADO)

) SS.

COUNTY OF WELD)

Subscribed and sworn to before me this 17 day of October, 2022.

Edith E. George
Notary Public



PETITION TO THE GREELEY LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Hotel/Restaurant type liquor license has been filed with the Greeley City Clerk's Office on Sept 13, 2022 by: Sexy Sammies LLC doing business as Sexy Sammies and proposed to be located at 1540 8th Ave.. 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.	CASEY	833 16th St	owner	10-13-22	X	
2.	Kevin	816th St	manager	10-13-22	X	
3.	Nick Caproni	911 16th St	manager	10-13-22	X	
4.	Joseph Steele	1640 8th Ave	Resident	10-13-22	X	
5.	Logan Rasmussen	1540 8th Ave	Business Owner	10/13/22	X	
6.	Collin Reckert	1540 8th Ave	Business Owner	10/13/22	✓	
7.	Keith Syblan	1540 8th Ave	Resident	10/14/22	✓	
8.	Rebecca Barata	1540 8th Ave	resident	10/14/22	✓	
9.	KATA SACHAYNATH	728 16th St	Manager	10/16/22	✓	
10.	Justin Garcia	728 16th St	A.G.M.	10-16-22	✓	
11.	Sam Koudsi	1503 8th Ave	owner	10-16	✓	
12.	Shane Mason	1227 8th Ave	Manager	10-16	✓	
13.	Linda Lee	721 13th St	manager	10/16	✓	
14.	David Orozco	1336th 8th	owner	10/16	✓	
15.	Stacey Jackson	1412th Ave	Manager	10/16	✓	
16.	Bryce Williams	1604 11th St	Resident	10/16	✓	
17.	Annie Lofton	1640 8th Ave	Resident	10/16	✓	
18.	Robby Aguilar	1640 8th Ave	Resident	10/16	✓	

<i>Signature</i>	<i>Printed Name</i>	<i>Address</i>	<i>Business Owner, Business Manager, Resident?</i>	<i>Date</i>	<i>Y</i> ✓	<i>N</i> ✓
19. Ricardo Zavala	Ricardo Zavala	908 13th St	Res	10/16	✓	
20. Dante Gutierrez	Dante Gutierrez	1645 8th Ave	Manager	10/16	✓	
21. Caroline Priy	Caroline Priy	807 A 17th St	Bus. Mgr.	10/16	✓	
22. Chelsey Homme	Chelsey Homme	807 17th St	Mgr.	10/16	✓	
23. SONDÉN BERNARDES	SONDÉN BERNARDES	820 16th St	Mgr.	10/16	✓	
24. Mary Lou Medina	Mary Lou Medina	820 16th St	MGR	10/16	✓	
25. Hailey Ortega	Hailey Ortega	814 16th St	MGR	10/16	✓	
26. William Ruch	William Ruch	802 16th St	EMPLOY	10/16	✓	
27. Sarah Himmler	Sarah Himmler	1605 8th Ave	owner	10/16	✓	
28. Karla Himmler	Karla Himmler	1605 8th Ave	MGR	10/16	✓	
29.						
30.						
31.						
32.						
33.						
34.						
35.						
36.						
37.						
38.						
39.						
40.						
41.						
42.						

**AFFIDAVIT
CIRCULATOR**

I, Brian Seifried, 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.



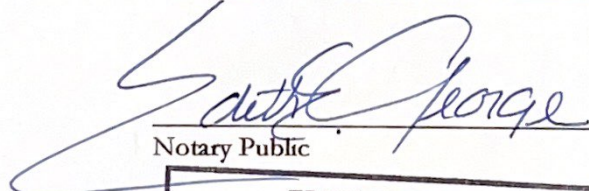
Circulator

STATE OF COLORADO

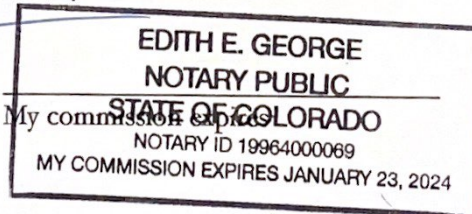
)
) SS.
)

COUNTY OF WELD

Subscribed and sworn to before me this 17 day of October 2022.

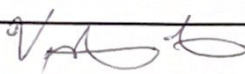
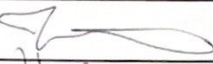
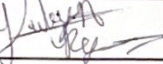
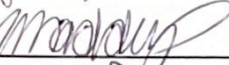
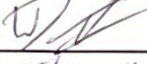
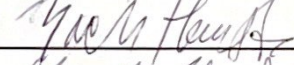
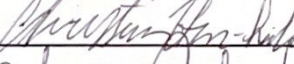
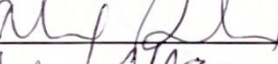
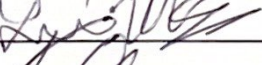
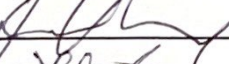
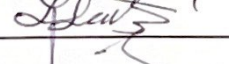
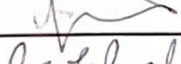
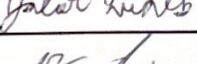
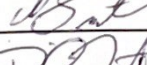
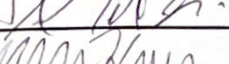
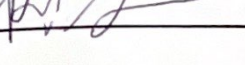


Notary Public



PETITION TO THE GREELEY LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Hotel/Restaurant type liquor license has been filed with the Greeley City Clerk's Office on 9/13/22 by: SEXY SUMMIES LLC doing business as SEXY SUMMIES and proposed to be located at 1540 8th Ave. 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. 	Victor LIN	1521 8th Ave	resident	10/16/22	✓	
2. 	Jasmine Wong	1521 8th Ave	resident	10/16/22	✓	
3. 	Kiley Ryan	1521 8th Ave	resident	10/16/22	✓	
4. 	Maddie Packard	1521 8th ave	Resident	10/16/22	✓	
5. 	Danny Bauman	1521 8th ave	Resident	10/16/22	✓	
6. 	William Dwyer	1521 8th ave	Resident	10/16/22	✓	
7. 	Zachary Hays	1521 8th Ave	Resident	10/16/22	✓	
8. 	Christian Hennrich	1521 8th Ave	Resident	10/16/22	✓	
9. 	Alex Sandoval	1521 8th Ave	Resident	10.16.22	✓	
10. 	Lexi Mayo	1521 8th Ave	Resident	10.16.22	✓	
11. 	JAMES ALLEMANG	1521 8TH AVE	Resident	10/16/22	✓	
12. 	LAURA MARTINEZ	1521 8TH AVE	Resident	10/16/22	✓	
13. 	AKARI KYAW	1640 8th AVE	resident	10/16/22	✓	
14. 	Jacob Qualls	1640 8th Ave	Resident	10/16/22	✓	
15. 	Ian Benoit	1640 8th Ave	Resident	10/16/22	✓	
16. 	David Tottoni	1640 8th Ave	Resident	10/16/22	✓	
17. 	Makenzie Kumar	1640 8th Ave	Resident	10/16/22	✓	
18. 	Piper Johnson	1640 8th Ave	Resident	10/16	✓	

<i>Signature</i>	<i>Printed Name</i>	<i>Address</i>	<i>Business Owner, Business Manager, Resident?</i>	<i>Date</i>	<i>Y</i> ✓	<i>N</i> ✓
19. <i>Christina Volcy</i>	Christina Volcy	1640 8th Ave Apt 440	Resident	10/16/22	✓	
20. <i>Emma Gilchrist</i>	Emma Gilchrist	1640 8th Ave #441	Resident	10/16	✓	
21. <i>Lauren Iray</i>	Lauren Iray	1640 8th Ave #336	Resident	10/16	✓	
22. <i>Jaquie Day</i>	Jaquie Day	1640 8th Ave #172	Resident	10/16	✓	
23. <i>Cal Marguardt</i>	Cal J. Marguardt	1640 8th Ave #319	Resident	10/16	✓	
24. <i>Maureen McLaughlin</i>	Maureen McLaughlin	1640 8th Ave 327	Resident	10/16	✓	
25. <i>Brian T.</i>	Brian T.	1640 8th Ave 325	Resident	10/16	✓	
26. <i>Roma N.</i>	Roma N.	1640 8th Ave 325	Resident	10/16	✓	
27. <i>Laren Gorman</i>	Laren Gorman	1640 8th Ave 326	Resident	10/16	✓	
28. <i>Britt O'Keefe</i>	Britt O'Keefe	1640 8th Ave #321	Resident	10/16	✓	
29. <i>Sami Stelflug</i>	Sami Stelflug	1640 8th Ave #321	Resident	10/16	✓	
30.						
31.						
32.						
33.						
34.						
35.						
36.						
37.						
38.						
39.						
40.						
41.						
42.						

**AFFIDAVIT
CIRCULATOR**

I, SAM CORLISS, 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.



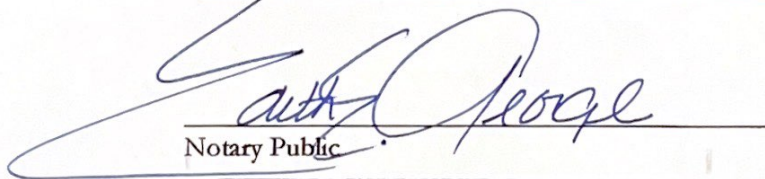
Circulator

STATE OF COLORADO)

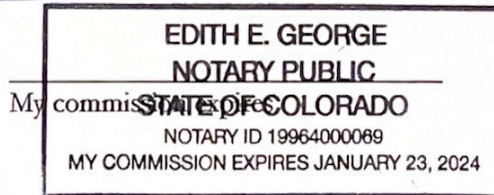
) SS.

COUNTY OF WELD)

Subscribed and sworn to before me this 16th day of October, 2022.



Notary Public

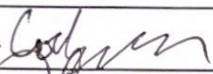
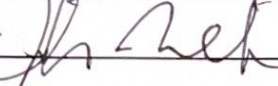


PETITION TO THE GREELEY LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a HOTEL/RESTAURANT type liquor license has been filed with the Greeley City Clerk's Office on Sept. 13 2022 by: Sexy Sammie LLC doing business as Sexy Sammies and proposed to be located at 1540 8th Ave. 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:

OK CERT 111

Signature	Printed Name	Address	Business Owner, Business Manager, Resident?	Date	Y ✓	N ✓
1. <u>Shannon Farrell</u>	Shannon Farrell	915 16th St	Manager	10/13	✓	
2. <u>MADONNA</u>	MADONNA	919 16th	Owner	10/13	✓	
3. <u>C. Sui</u>	Corson Sumner	509 16th St.	Resident	10/13	✓	
4. <u>Nicole O'Neil</u>	Nicole Withrow	1521 8th Ave	Resident	10/16	✓	
5. <u>ALLISON Simpson</u>	Allen Simpson	#127 1528 8th Ave	Resident	10/16	✓	
6. <u>Mikaelah Sheer</u>	Mikaelah	1521 8th Ave	Resident	10/16	✓	
7. <u>M. Kott</u>	McKenna	1521 8th Ave	Resident	10/16	✓	
8. <u>Aspen Ties</u>	Aspen Ties	1528th Ave	Resident	10/16	✓	
9. <u>Estevan Vitti</u>	Estevan	1527 8th Ave	Resident	10/16	✓	
10. <u>Clifford E. Baker</u>	Clifford Baker	1640 8th Ave	Resident	10/16	✓	
11. <u>Jacob Schuler</u>	Jacob	1640 8th Ave	Resident	10/17	✓	
12. <u>Francie Ford</u>	Francie Ford	1640 8th Ave	Resident	10/16	✓	
13. <u>Gabby Ramsey</u>	Gabby	1640 8th Ave	Resident	10/16	✓	
14. <u>Tyrone Wany</u>	Tyrone Wany	1640 8th Ave	Resident	10/16	✓	
15. <u>Madison Fischer</u>	Madison Fischer	1640 8th Ave	Resident	10/16	✓	
16. <u>Alpina Al</u>	Alpina Al	1640 8th Ave	Resident	10/16	✓	
17. <u>Sarah Bamber</u>	Sarah Bamber	1640 8th Ave	Res	9/16	✓	
18. <u>Chilto Cruz</u>	Chilto	1640 8th Ave	Resident	10/16	✓	

<i>Signature</i>	<i>Printed Name</i>	<i>Address</i>	<i>Business Owner, Business Manager, Resident?</i>	<i>Date</i>	<i>Y</i> ✓	<i>N</i> ✓
		1690 8th Ave				
19. 	Cody Matten	8th and 16th	Resident	10/16/22	✓	
20. 	Jennifer Almquist	1640 8th Ave #227	Resident	10/16/22	✓	
21.						
22.						
23.						
24.						
25.						
26.						
27.						
28.						
29.						
30.						
31.						
32.						
33.						
34.						
35.						
36.						
37.						
38.						
39.						
40.						
41.						
42.						

**AFFIDAVIT
CIRCULATOR**

I, Amy Klahr, 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.

Amy Klahr
Circulator

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 17 day of October, 2022.

Edith E. George
Notary Public

