



TOWN OF ELIZABETH

MICHELLE M. OESER TOWN CLERK / ADMINISTRATIVE SERVICES DIRECTOR

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: February 11, 2025
SUBJECT: Liquor License Transfer

SUMMARY

Tyler Weston and Corey Basquez have applied to transfer the current liquor license from the Full Moon Saloon to their business, the Elizabeth Kitchen & Bar. An application was turned in on January 31, 2025. All fees have been paid to both the Town and the State. All the required paperwork has been submitted and completed. A liquor license transfer does not require a public hearing and is an administration approval process. They have obtained a new business license through the Town.

Once approved, the application goes on to the State of Colorado Liquor Enforcement Division for review and approval. The Clerk issued a temporary permit on February 4, 2024. This permit is valid while the application is processed through the Town and State.

STAFF RECOMMENDATION

Staff recommend that the Board of Trustees approve the liquor license transfer application for the Elizabeth Kitchen & Bar.

ATTACHMENTS(S)

Liquor Transfer Application



TEMPORARY PERMIT

Issued to: EKBAR LLC
dba Elizabeth Kitchen & Bar
240 Elizabeth St. Unit 110
Elizabeth, CO 80107

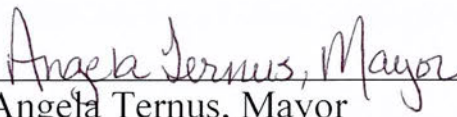
License Type: Temporary Permit, Fermented Malt
Beverage/Fermented Malt Beverage and Wine
Retailer

License Number: Transfer – no number at this time

Fee: \$0.00

Date Issued: February 4, 2024

Valid: June 4, 2025, or until, application is approved by
the State, whichever comes first.



Angela Ternus, Mayor



RECEIVED

JAN 31 2025

Town of Elizabeth

TOWN OF ELIZABETH

AFFIDAVIT OF TRANSFER

Pursuant to the requirements of 44-3-303, the undersigned Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its Agent(s), or a company, corporation, partnership, or other business entity to be formed by the Applicant.

Dated this 30 day of January, 2025

SELLER: Full Moon Saloon BUYER: EKBAR LLC
03-20473

*(Current Licensee, License Number) (Applicant Name – listed on #2 of the DR forms)

Trade Name: <u>Full Moon Saloon, LLC,</u> <u>Edgar Vance York IV</u>	Trade Name: <u>Elizabeth Kitchen & Bar</u>
Sign: <u>[Signature]</u>	Sign: <u>[Signature]</u>
Print: <u>Tyler Weston</u>	Print: <u>Emily Basquez</u>
Title: <u>Owner</u>	Title: <u>General Manager</u>

State of Colorado

County of Elbert

Subscribed and sworn to before me this 30 day of January, 2025

by: Tyler Weston, Emily Basquez

Notary Public: [Signature]

My Commission Expires: 9-29-2028

Seal:

LISA SCHATTL
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID# 20204033916
 MY COMMISSION EXPIRES 09/29/2028

Licensee Details

Demographic Information

Name: FULL MOON SALOON

Owner/Manager Name: WESTEN, TYLER

Address: 240 SOUTH ELIZABETH STREET SUITE I

City / State / Zip: Elizabeth CO 80107

License Information

DBA: FULL MOON SALOON LLC, EDGAR VANCE YORK IV

Type: Hotel & Restaurant (city)

Lic #: 03-20473

Status: Approved

Effective Date: 2/22/2024

Expiration Date: 2/21/2025

Linked License Information

No Available Information

Corporate Personnel

Member	YORK, EDGAR II V	2/22/2024	
Owner	WESTON, TYLER STEVEN	2/22/2024	
Owner	YORK, RENEE JEAN	2/22/2024	

Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

***Note that the Division will not accept cash.**

Paid by check

Paid online

Uploaded to MoveIt on Date

New License

New-Concurrent

Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)

• Local license fee \$

- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:
SBG.Colorado.gov/Liquor

Applicant is applying as a/an:

Individual

Limited Liability Company

Association or Other

Corporation

Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

EKBAR LLC

FEIN

Trade Name of Establishment (DBA)

ELIZABETH KITCHEN & BAR

Sales Tax Number

96507364

Business Telephone

303-646-8695

Address of Premises (specify exact location of premises)

240 ELIZABETH ST UNIT 110

City

ELIZABETH

County

ELBERT

State

CO

ZIP Code

80107

Mailing Address (Number and Street)

City or Town

KIOWA

State

CO

ZIP Code

80117

Email Address

Home Phone Number

If the premises currently has a liquor or beer license, you **must** answer the following questions:

Present Trade Name of Establishment (DBA)

FULL MOON SALOON

Present Sales License Number	Present Class of License	Present Expiration Date
03-20473	HOTEL AND RESTAURANT	02/21/2025

Section A - Nonrefundable Application Fee

- Application Fee for New License \$1,100.00
- Application Fee for New License - with Concurrent Review \$1,200.00
- Application Fee for Transfer..... \$1,100.00

Section B - Fermented Malt Beverage License Fees

- Retail Fermented Malt Beverage On-Premises (City) \$96.25
- Retail Fermented Malt Beverage On-Premises (County) \$117.50
- Retail Fermented Malt Beverage and Wine (City) \$96.25
- Retail Fermented Malt Beverage and Wine (County) \$117.50
- Retail Fermented Malt Beverage and On/Off-Premises (City) \$96.25
- Retail Fermented Malt Beverage and On/Off-Premises (County) \$117.50

Master File Location Fee \$25.00 x Total \$

Master File Background..... \$250.00 x Total \$

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)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Total \$

1. 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
2. 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?..... Yes No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail..... Yes No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313..... Yes No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.)..... Yes No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6..... Yes No
 - a. The FMB On/Off is located in a county with a population of > 35,000..... Yes No
 - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500..... Yes No

Note - The population is determined from the recently available United States Census Bureau.

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee..... Yes No

Application Documents Checklist and Worksheet

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

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items Submitted, Please Check All Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Submit originals to local authority
- Additional information required by the local licensing authority

II. Diagram of the Premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- Separate diagram for each floor (if multiple levels)
- Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- Deed in name of the applicant **only** (or) (matching question #2) date stamped/filed with County Clerk
- Lease in the name of the applicant **only** (matching question #2)
- Lease Assignment in the name of the applicant (**only**) with proper consent from the Landlord and acceptance by the applicant
- Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO – <https://uenroll.identogo.com/> Phone : 844-539-5539 (toll-free)

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 Toll Free: 833-224-2227

Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans

V. Sole Proprietor/Husband and Wife Partnership (If Applicable)

- Form DR 4679
- Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (If Applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership Applicant Information (If Applicable)

- Partnership Agreement (general or limited)
- Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (If Applicable)

- Copy of Articles of Organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?..... Yes No

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	Tenant	Expires
Gold Creek SC LLC	FKBAR LLC	12/31/28

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 6..... Yes No

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 8½" X 11".

9. 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	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

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.

10. Name of Manager(s) for all on premises applicants.

Last Name		First Name	
BASQUEZ		EMILY	
Date of Birth (MM/DD/YY)			
<input type="text"/>			

11. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... Yes No

12. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

13. 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 to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name			
COREY BASQUEZ			
Home Address (Number and Street)			
[REDACTED]			
City		State	ZIP Code
KIOWA		CO	80117
Date of Birth (MM/DD/YY)	Position	Percent Owned	
[REDACTED]	PARTNER OWNER	50	

Name			
TEDDY FINLEY			
Home Address (Number and Street)			
[REDACTED]			
City		State	ZIP Code
KIOWA		CO	80117
Date of Birth (MM/DD/YY)	Position	Percent Owned	
[REDACTED]	PARTNER OWNER	50	

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

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 and Wine Code which affect my license.

Printed Name

Title

Authorized Signature



Date (MM/DD/YY)

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 44-3-311(1) C.R.S.

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

Each person required to file DR 8404-I 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

Upon approval of state licensing authority

New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature (Attest)

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, COREY BASQUEZ

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

ELIZABETH KITCHEN & BAR

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 its 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)

ELIZABETH KITCHEN & BAR

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

[REDACTED]

Street Address

240 ELIZABETH ST

City

ELIZABETH

State

CO

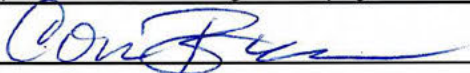
ZIP Code

80107

Printed name of person signing on behalf of the Applicant/Licensee

COREY BASQUEZ

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)



Date Signed

01/31/25

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)

Name of Business

EKBAR LLC

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

BASQUEZ, COREY, ANTHONY

List any other names you have used

Mailing address (if different from residence)

Email Address

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

Current Street and Number

Current City, State, ZIP

From:

To:

2019

2025

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

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

Name of Employer or Business
RVTA LLC

Address (Street, Number, City, State, ZIP)
8175 CHERRYWOOD CIR, KIOWA CO 80117

Position Held
GM

From: 2015 To: 2025

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

3. 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
Name of Relative	Relationship to You:
Position Held	Name of Licensee

Individual History Record (Continued)

Name of Relative	Relationship to You:
Position Held	Name of Licensee
Name of Relative	Relationship to You:
Position Held	Name of Licensee

4. 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? Yes No

(If yes, answer in detail.)

5. 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?..... Yes No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... Yes No

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth [REDACTED]	Social Security Number [REDACTED]	Place of Birth COLORADO		
U.S. Citizen <input type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]		
Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]		
If an Alien, Give Alien's Registration Card Number [REDACTED]		Permanent Residence Card Number [REDACTED]		
Height 5'-8"	Weight 140	Hair Color BROWN	Eye Color BROWN	Gender MALE

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number [REDACTED]	Driver's License State COLORADO
---------------------------------------	------------------------------------

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... [REDACTED]

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... [REDACTED] \$200,000

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
Fixtures, Furniture and Equipment	Checking
Bank Name	Amount
Canvas	
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount

12. Provide details of the corporate investment described in question 9. 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	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
Term	Security
	Amount

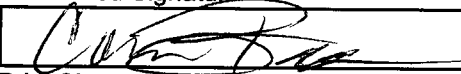
Personal and Financial Information (Continued)

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Corey Basquez

Title

Corporative Officer

Date (MM/DD/YY)

01/29/2025

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)

Name of Business

EKBAR LLC

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

FINLEY, TEDDY, LEE

List any other names you have used

Mailing address (if different from residence)

Email Address

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

Current Street and Number

Current City, State, ZIP

From:

To:

2019

2025

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

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

Name of Employer or Business

RVTA LLC

Address (Street, Number, City, State, ZIP)

8175 CHERRYWOOD CIR, KIOWA CO 80117

Position Held

PRESIDENT

From:

2015

To:

2025

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. 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

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. 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? Yes No

(If yes, answer in detail.)

5. 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?..... Yes No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... Yes No

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth		Social Security Number		Place of Birth	
[REDACTED]		[REDACTED]		COLORADO	
U.S. Citizen <input type="radio"/> Yes <input type="radio"/> No		If Naturalized, state where		When	
		[REDACTED]		[REDACTED]	
Name of District Court		Naturalization Certificate Number		Date of Certification	
[REDACTED]		[REDACTED]		[REDACTED]	
If an Alien, Give Alien's Registration Card Number			Permanent Residence Card Number		
[REDACTED]			[REDACTED]		
Height	Weight	Hair Color	Eye Color	Gender	
5'-10"	158	BROWN	HAZEL	MALE	

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number	Driver's License State
[REDACTED]	COLORADO

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... [REDACTED]

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... [REDACTED]

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
Fixtures, Furniture and Equipment	Checking
Bank Name	Amount
Canvas	[REDACTED]
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount

12. Provide details of the corporate investment described in question 9. 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	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
Term	Amount
Security	

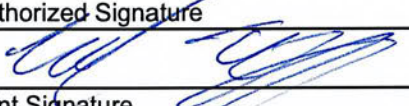
Personal and Financial Information (Continued)

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

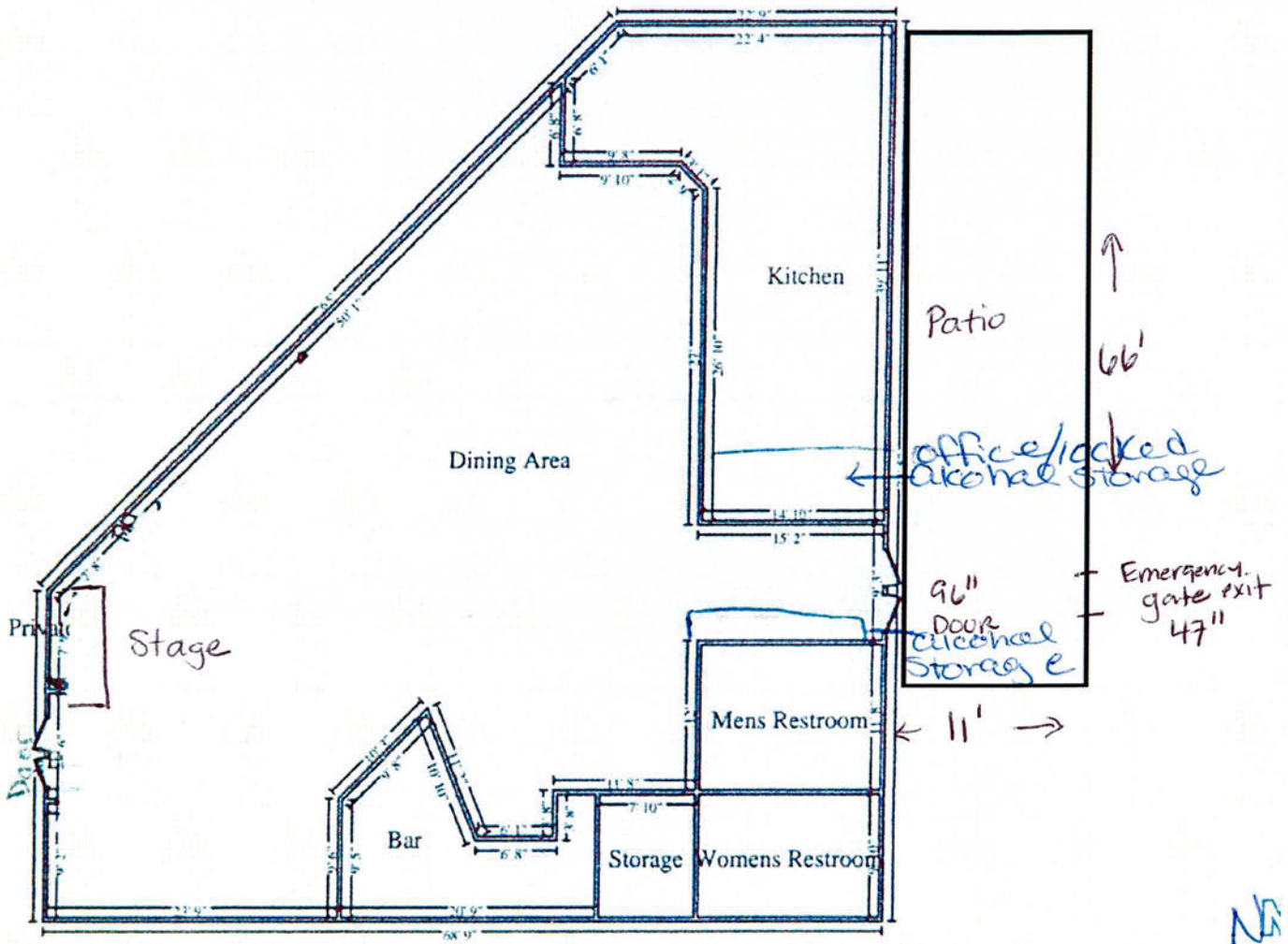
Teddy Finley

Title

Owner

Date (MM/DD/YY)

01/29/2025



Elizabeth Kitchen 3: BAR

Wholesaler Affidavit of Compliance

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

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Eagle Rock Distributing Company of Colorado LLC

Trade Name of Establishment / Doing Business As (DBA)

Eagle Rock Distributing Company

License Number

03-14130

Phone Number

770-498-5500

Email Address

rachel.eastwood@eaglerocks.com

Physical Address

1455 E 62nd Avenue

City

Denver

State

CO

ZIP Code

80216

Transferor Retailer Licensee Name

FULL MOON SALOON

Trade Name of Establishment / Doing Business As (D B A)

FULL MOON SALOON LLC, EDGAR VANCE YORK IV

License Number

03-20473

Phone Number

303-646-8695

Physical Address

240 SOUTH ELIZABETH STREET SUITE I

City

ELIZABETH

State

CO

ZIP Code

80107

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.
- Not Paid in Full

Wholesaler

Eagle Rock Distributing Company

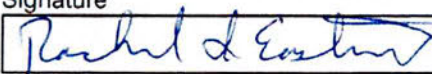
Printed Name

Rachel Eastwood

Title



AR Specialist

Signature




Date (MM/DD/YY)

1/17/25

COLORADO USA  

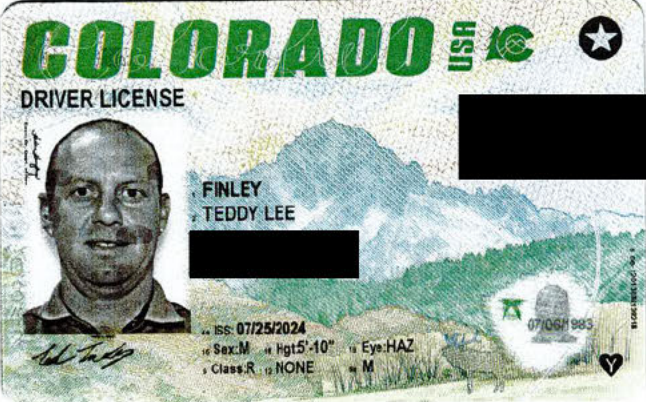
DRIVER LICENSE





FINLEY
TEDDY LEE


ISS: 07/25/2024
Sex: M Hgt: 5'-10" Eye: HAZ
Class: R NONE M

07/06/1983



COLORADO USA  

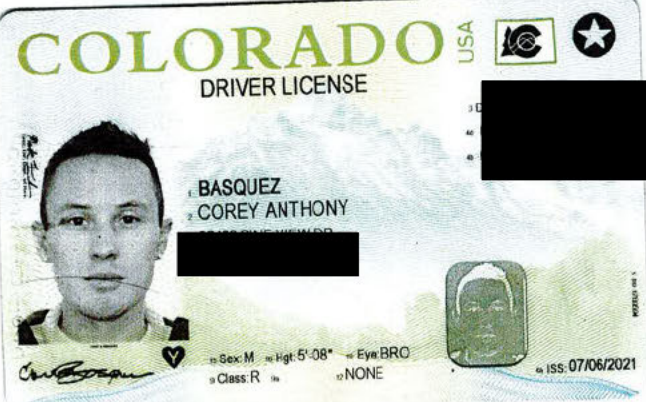
DRIVER LICENSE



BASQUEZ
COREY ANTHONY

Sex: M Hgt: 5'-08" Eye: BRO
Class: R NONE

ISS: 07/06/2021



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,

EKBAR LLC

is a

Limited Liability Company

formed or registered on 01/17/2025 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 20251058332 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/30/2025 that have been posted, and by documents delivered to this office electronically through 01/31/2025 @ 11:24:03 .

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 01/31/2025 @ 11:24:03 in accordance with applicable law. This certificate is assigned Confirmation Number 16955730



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.colorado.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

ATTACHMENT TO ARTICLES OF ORGANIZATION

OF

EKBAR LLC
(the company)

Article 1

Purposes and Powers

1.1 Purpose. The company has the purpose of engaging in any lawful business.

1.2 Powers. The company shall have the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, including those powers specified in the Colorado Limited Liability Company Act.

Article 2

Limitation of Member/Manager Liability

A member/manager of the Company shall not be personally liable to the Company or to its members for monetary damages for breach of fiduciary duty as a member/manager; except that this provision shall not eliminate or limit the liability of a member/manager to the Company or to its members for monetary damages otherwise existing for (i) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) contributions or acts specified in Sections 7-80-502 and 7-80-606 of the Colorado Limited Liability Company Act; or (iii) any transaction from which the member/manager directly or indirectly derived any improper personal benefit. If the Colorado Limited Liability Company Act is hereafter amended to eliminate or limit further the liability of a member/manager, then, in addition to the elimination and limitation of liability provided by the preceding sentence, the liability of each member/manager shall be eliminated or limited to the fullest extent permitted by the Colorado Limited Liability Company Act as so amended. Any repeal or modification of this Article 2 shall not adversely affect any right or protection of a member/manager of the Company under this Article 2, as in effect immediately prior to such repeal or modification, with respect to any liability that would have accrued, but for this Article 2, prior to such repeal or modification.

Article 3

Membership Interest Transfer Restrictions

The Company shall have the right to impose restrictions upon the transfer of any of its membership interests or LLC units or any interest therein. The members/managers are hereby authorized on behalf of the Company to exercise the Company's right to so impose such restrictions.

Article 4

Indemnification

The Company shall indemnify, to the fullest extent permitted by applicable law in effect from time to time, any person, and the estate and personal representative of any such person, against all liability and expense (including attorneys' fees) incurred by reason of the fact that he or she is or was a member or manager of the Company. The Company shall also indemnify any person who is serving or has served the Company as an officer, employee, fiduciary, or agent and that person's estate and personal representative, to the extent and in the manner provided in any operating agreement, resolution of the members/managers, contract, or otherwise, so long as such provision is legally permissible

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is entered into as of January 21, 2025 (the "**Effective Date**"), among THE FULL MOON SALOON, LLC, a Colorado limited liability company, with its principal address at 240 Elizabeth Street, Unit I, Elizabeth, Colorado, 80107 (the "**Assignor**"), EKBAR LLC, a Colorado limited liability company, with its principal address at 3200 Pine View Drive, Kiowa, CO 80117 (the "**Assignee**"), and GOLD CREEK SC, LLC, Colorado limited liability company, with its principal address at 150 White Plains Road, Suite 300, Tarrytown, New York 10591 (the "**Landlord**").

RECITALS

A. Assignor leases "Unit I," consisting of approximately 4,075 rentable square feet, in the building located 240 Elizabeth Street, Elizabeth, Colorado, 80107 (the "**Premises**"), pursuant to the Lease Agreement dated December 5, 2023 (the "**Lease**"), between Assignor, as tenant, and Landlord, landlord.

B. Assignor has agreed to assign its interest in the Lease to Assignee, and Assignee has agreed to assume and perform all of the obligations and liabilities of Assignor with respect to the Lease.

C. Landlord desires to consent to the assignment of the Lease.

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

1. **Assignment of the Lease.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in, to, and under the Lease and the Premises, effective as of the Effective Date, subject to all the terms, covenants, conditions and provisions of this Agreement and the Lease.

2. **Assumption of the Lease.** Assignee hereby agrees to and accepts such assignment and, in addition, expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by Assignor under or with respect to the Lease from and after the Effective Date. Assignee shall accept the Premises covered by the Lease in its "as is" condition.

3. **Landlord's Consent.** By its execution hereof, Landlord hereby acknowledges and consents to Assignor's assignment of its right, title and interest in the Lease. Landlord acknowledges receipt of \$1,500 from Assignor for Landlord's review and processing of this Agreement. In addition, Assignor and Assignee agree that Landlord reserves the right to charge reasonable legal fees incurred by Landlord with respect to the review of this Agreement. This Agreement shall not be deemed effective for any purpose unless and until Landlord's execution hereof is obtained.

4. **Indemnification.**

4.1 Assignor hereby indemnifies and holds Assignee, and its officers, directors, members, managers, employees, and agents, harmless from and against any loss, cost, claim or liability, including attorneys' fees and costs, relating to or in connection with the Lease prior to the Effective Date. Assignor understands and agrees that in no event shall Assignor, by reason of Landlord's approval of this Assignment, be deemed relieved from any obligation or liability under the Lease that may have accrued prior to the Effective Date.

4.2 Assignee hereby indemnifies and holds Assignor and Landlord, and their respective and its officers, directors, members, managers, employees, and agents, harmless from and against any loss, cost, claim or liability, including attorneys' fees and court costs, relating to or in connection with the Lease from and after the Effective Date. In addition to the preceding sentence, Assignee agrees that any claim for indemnification arising hereunder shall include, without limitation, consequential damages and property damage related to, or arising out of, Assignee's operations or occupancy of the Premises.

~~4.3 Landlord shall indemnify, defend, and hold harmless Assignor and Assignee, and their respective officers, directors, members, managers, employees, and agents, from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Landlord's failure to perform its obligations under the Lease or this Agreement.~~ RHO

5. **Insurance.** Assignee shall promptly provide Landlord with evidence of insurance as required under the Lease.

6. **Springing Lockbox and Account Control.** On or prior to the Effective Date, or as soon as reasonably practicable thereafter, Tyler Weston ("**Mr. Weston**") and Assignee shall establish a springing lockbox account (the "**Lockbox Account**") with a financial institution agreed to by Mr. Weston and Assignee (the "**Bank**"), and to enter into a lockbox agreement with the Bank. All revenues generated from operations at the Premises shall be immediately deposited by Assignee into the Lockbox Account. In the event a default or breach under the Lease occurs, Mr. Weston shall have automatic control rights to access the Lockbox Account to cure the default or breach. Upon the occurrence of a default or breach under the Lease, Landlord shall provide written notice to Mr. Weston so as to allow Mr. Weston sufficient time to cure said default or breach (and Landlord shall accept such cure from Mr. Weston) (such amounts expended by Mr. Weston to cure said default(s) or breach(es) are referred to herein as the "**Cure Payments**"). Assignee and Ted Finley shall, on a joint and several basis, be liable to Mr. Weston for the Cure Payments, and in connection therewith, shall reimburse the Cure Payments to Mr. Weston upon written demand therefor. To secure the full and punctual payment and performance of all obligations of Assignee, as tenant, under the Lease, Assignee shall grant to Mr. Weston a first priority continuing security interest in and to all of Assignee's "**accounts,**" "**chattel paper,**" "**documents,**" "**general intangibles,**" "**instruments,**" "**inventory,**" "**fixtures,**" "**contract rights,**" "**equipment**" and all "**proceeds**" of any of the foregoing (as each term is defined in Article 9 of the Uniform Commercial Code then in effect for the State of Colorado (the "**UCC**"), and Mr. Weston shall have all of the rights and remedies available to him as a secured party under the UCC.

7. **Default Remedies.** Upon the occurrence of a default or breach by Assignee of the Lease or this Agreement, Assignor and Landlord shall each have all rights and remedies available to it at law or in equity.

8. **Representations and Warranties.**

8.1 Assignor represents and warrants that it has not previously assigned, transferred, or encumbered its leasehold interest in the Lease and it has full authority to execute this Agreement.

8.2 Assignee represents and warrants that it has reviewed the Lease, is fully aware of its terms and conditions, and has the financial capacity and operational experience to perform its obligations thereunder.

9. **Security Deposit; Pre-Paid Rent.** Landlord acknowledges that Landlord is holding a security deposit in the amount of \$20,979.46 ~~and first month's rent in the amount of [\$10,489.73], which in the aggregate equals \$31,469.19~~ (the "**Pre-Paid Amount**"). On or prior to the Effective Date, Assignee shall pay to Assignor, in cash, by wire transfer of immediately available funds to an account designated by Assignor in writing, the Pre-Paid Amount. RHO
RHO

10. **Lease Guaranty.** Landlord acknowledges and agrees that upon the expiration of the initial term of the Lease (i.e., December 31, 2028) (the "**Expiration Date**"), Mr. Weston, as guarantor under the Guaranty, shall be released from all liabilities and obligations arising thereunder from and after the Expiration Date. For the avoidance of doubt, in the event Assignee properly exercises the Option to extend the initial Term of the Lease (such period, the "**Option Term**"), Mr. Weston shall have no liabilities or obligations under the Guaranty with respect to Tenant's payment and performance obligations under the Lease during the Option Term. and full compliance with all the Terms & Conditions

11. **Survival.** The provisions of Sections 4, 6, 7 and 10 of this Agreement shall survive the Effective Date.

12. **Miscellaneous.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether written or oral. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. This Agreement may be amended or modified only by a written instrument executed by all parties hereto. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. The execution, delivery and performance of this Agreement by the parties hereto have been duly and effectively authorized by all necessary action on the part of such parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

THE FULL MOON SALOON LLC,
a Colorado limited liability company

By: Tyler Weston 1/23/2025
Tyler Weston

ASSIGNEE:

EKBAR LLC,
a Colorado limited liability company

By: [Signature] 01/23/25
Ted Finley

LANDLORD:

Approved of Assignment Only RB

GOLD CREEK SC, LLC,
Colorado limited liability company

By: Howard Dean
Howard Dean *Non Member.*

Acknowledged and agreed to by the undersigned with respect to the provisions of Section 6 of this Agreement.

Tyler Weston 1/23/2025
Tyler Weston

[Signature] 01/23/25
Ted Finley

3/3

RB