



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	December 21, 2021

ITEM

New Hotel and Restaurant Liquor License for Sherpa Cafe Salida LLC dba Sherpa Cafe, 1110 E Highway 50.

BACKGROUND

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on November 4, 2021. The Notice of Public Hearing was published on November 9, 2021 in the Mountain Mail and the premises was posted on December 1, 2021.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License for Sherpa Cafe, conditional upon inspection by both the police and fire departments upon receipt of a Certificate of Occupancy for the structure.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Hotel and Restaurant Liquor License for Neema Sherpa, Sherpa Cafe Salida LLC dba Sherpa Cafe at 1110 E Highway 50, conditional upon an inspection of the premises by police and fire personnel upon receipt of Certificate of Occupancy for the structure” followed by a second and roll call vote.

1

Application Documents Checklist and Worksheet

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

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input type="checkbox"/> F. All sections of the application need to be completed
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name	Type of License	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>		
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?		<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> 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 <i>Julie Kimbrough</i>	Tenant <i>Sherpa Cafe Salida LLC</i>	Expires <i>12/31/2021</i>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram 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
Last Name	First Name	Date of Birth
		FEIN or SSN
		FEIN or SSN
		Interest/Percentage
		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?		<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="checkbox"/>
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.		
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation		
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input checked="" type="checkbox"/>
(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?		<input type="checkbox"/> <input checked="" type="checkbox"/>
(c) How long has the club been incorporated?		<input type="checkbox"/>
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input checked="" type="checkbox"/>
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:		<input type="checkbox"/> <input checked="" type="checkbox"/>
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input checked="" type="checkbox"/>

Name	Type of License	Account Number		
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes <input type="checkbox"/> No <input type="checkbox"/> <i>NA</i>				
24. Related Facility - Campus Liquor Complex applicants answer the following: <i>NA</i> 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				Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Last Name of Manager		First Name of Manager		
25. Tax Dstraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax dstraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.				
Name	Home Address, City & State	DOB	Position	%Owned
<i>Remba G. Sterpa</i>	<i>312</i>			
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> 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 Title 47 or 48, C.R.S.				

MS

Name	Type of License	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>Neema L. Sherpa</i>	Printed Name and Title <i>Neema L. Sherpa, Owner</i>	Date <i>10/27/21</i>
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> 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)		
<input type="checkbox"/> Date of inspection or anticipated date <i>after CO granted</i> <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> 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 <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> 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?		<input type="checkbox"/> <input type="checkbox"/>
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.		
<input type="checkbox"/> 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?		<input type="checkbox"/> <input type="checkbox"/>
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 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for		Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date

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,

Sherpa Cafe Salida LLC

is a

Limited Liability Company

formed or registered on 09/10/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211836832 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/09/2021 that have been posted, and by documents delivered to this office electronically through 09/10/2021 @ 13:21:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/10/2021 @ 13:21:32 in accordance with applicable law. This certificate is assigned Confirmation Number 13431713 .



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."



HEART OF THE ROCKIES

11/4/21

Liquor Enforcement Division
PO Box 17087
Denver, Colorado 80217

LED:

Enclosed please find a completed application for a new Restaurant and Hotel CITY License for Sherpa Café Salida dba Sherpa Cafe with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review.

Please let me know if you have any questions.

Respectfully Submitted,

Erin Kelley
City Clerk
City of Salida
clerk@cityofsalida.com
719.530.2630



448 East 1st Street, Suite 112
SALIDA, CO 81201

PHONE 719-539-4555
FAX 719-539-5271

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

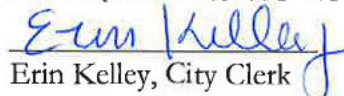
Pursuant to the Liquor Laws of the State of Colorado, Sherpa Café Salida LLC dba Sherpa Cafe, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 1110 E Highway 50, Salida, CO 81201.

A hearing on the application received November 4, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, December 21, 2021, remotely through the GoToWebinar application via the following direct link:
<https://attendee.gotowebinar.com/register/6382995264411204366>

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on December 21, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY


Erin Kelley, City Clerk

Premises Posted: December 9, 2021
Publish in Mountain Mail: November 9, 2021

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, Sherpa Café Salida LLC dba Sherpa Cafe, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 1110 E Highway 50, Salida, CO 81201.

A hearing on the application received November 4, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, December 21, 2021, remotely through the GoToWebinar application via the following direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on December 21, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Premises Posted: December 9, 2021

Published in The Mountain Mail November 9, 2021



NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO
Shirpa Cafe, Saluda, has Shirpa Cafe
1100 E. Highway 50
Saluda, CO 81201

HAS REQUESTED THE LICENSING
OFFICIALS OF City of Saluda
TO approve a new and different liquor license
LICENSE AT: 1100 E. Highway 50

HEARING ON APPLICATION TO BE HELD AT:
Public Hearing Room, City of Saluda, 1100 E. Highway 50

TIME AND DATE: 12/21/21, 6:00pm
DATE OF APPLICATION: December 14, 2021
BY ORDER OF: City of Saluda
OFFICERS: Deanna Johnson

Commercial Lease

This lease is made to be effective the 22nd day of October, 2021, between KCK Ventures, Inc, a Colorado corporation, of 820 F Street, Salida, CO 81201, (herein "Lessor" or "KCK Ventures"), and Sherpa Cafe, LLC, a Colorado company, of 323 E Tomichi Ave, Gunnison, CO 81230, (herein "Lessee"), as follows:

Recitals

WHEREAS, Lessor is the owner of the developed property located at 1110 E. Highway 50, Salida, CO, 81201 (herein referred to as the "Premises"; and ;

WHEREAS, Lessee desires to lease the Premises for the purposes of operating and maintaining a restaurant as described herein; and

WHEREAS, the parties desire to enter into a Lease Agreement defining their respective rights, duties, obligations, and liabilities relating to the Premises and its use, until such time as the completion of the sale of the Premises from KCK Ventures, Inc to Sherpa Café, LLC "the Sale" is completed or both parties terminate this agreement if the sale will not be completed;

NOW THEREFORE, in consideration of the payment of rent and the performance of the covenants and agreements by the parties set forth below, the parties agree as follows:

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee for Lessee's exclusive use of the Premises located at 1110 E. Highway 50, Salida, CO 81201.
2. PURPOSE AND USE: Lessee shall use the demised Premises for the purpose of conducting a restaurant. Lessee shall not use the Premises for any other purpose without prior written consent of Lessor, which consent may be withheld at the sole discretion of the Lessor. Lessee also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Lessee shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operating its business in a manner constituting a nuisance of any kind. The provisions of this Section 2 are material provisions of this Lease, and failure to comply with these provisions shall be a default under this Lease.
3. TERM AND RENEWAL. The initial term of this lease shall commence October 22, 2021 and shall continue until December 31, 2021. The Lease shall be renewable for up to three additional months only upon written agreement by the parties. At time of each renewal, the terms of the agreement shall be reviewed and any adjustments made including review of the rents payed and any adjustments made at that time, including any inflationary adjustments in rents. If the sale of the Premises is completed prior to December 31, 2021, the term of this lease agreement ends on the closing date of the sale of the Premises.
4. RENTAL. Installments of rent shall be payable in advance and without notice at the office of the Lessor at 820 F Street, Salida, CO 81201, or at such other place as the Lessor from time to time designates in writing. Lessee shall pay rent to Lessor in monthly installments of the 1st day of each month as follows:
 - A. Tenant will pay [REDACTED] commencing on November 1, 2021 and continuing through December 31, 2021.
 - B. If the sale of the Premises is not completed by December 31, 2021, the rent shall increase to [REDACTED] per month commencing January 1, 2022 for up to three additional months.

5. **LATE PAYMENT CHARGE.** In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Lessee. As set forth in Section 20A, Lessee shall be in default if the Lessee fails to pay monthly rent within ten (10) days of its due date.
6. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor upon execution of this Lease, the sum of [REDACTED] as security for the performance of the Lessee's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Lessor as provided in this Lease if the sale of the Premises is not completed. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall, upon demand, deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the term of this Lease. The deposit will be returned to Lessee within thirty (30) days after the end of the lease term if: (a) all obligations of Lessee have been performed, and (b) the Premises are not damaged, normal wear and tear excepted, and (c) the Premises are thoroughly and professionally cleaned. Retention of said deposit shall not prevent Lessor from recovering additional damages. Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations. The Lessor may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to the Lessee for the balance.
7. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**
- a. Until such time as the ownership of the Premises transfers via the sale to the Lessee, the Lessee shall not make any structural, electrical, or plumbing alterations, additions, or improvements in or to the demised Premises, including any significant cosmetic changes to the exterior of the building, without a written proposal of such changes first being approved by the Lessor in writing. Said written proposal shall contain Lessee's promise to pay the full cost of the improvements and shall delineate Lessee's need and the material composition. If asked, the Lessee shall provide Lessor the names and addresses of all persons performing labor or furnishing skill, materials, machinery, or fixtures in the alteration, addition, or improvement of the Premises, as soon as those persons are known. Lessee shall give notice to the aforementioned persons that Lessor's interest shall not be subject to any liens arising from any improvements, repairs, or alterations provided at the request of the Lessee. For any work not performed directly by the Lessee, Lessee shall not permit any contractor or subcontractor whose employees are not adequately covered by Workers' Compensation insurance to perform any work on or within the Premises and shall hold harmless and indemnify Lessor with respect to any and all claims of any and all persons who perform work or other services for or for the benefit of Lessee or Lessee's contractors or subcontractors.
 - b. Upon execution of this Lease, the Lessee may make cosmetic changes to the interior of the Premises that do not have a structural or mechanical impact, bring in any necessary equipment and materials to begin conducting business, enter into any agreements necessary to conduct business using the address of the Premises, and conduct business as a restaurant as outlined in this Lease agreement without any additional written authorization from the Lessor.
 - c. Should any mechanic's lien be filed against the Premises as the result of any remodeling or alterations done by the Lessee at any time following Lessee's taking of possession, Lessee shall, within thirty (30) days after demand by Lessor, cause said lien to be released.
 - d. Any approved alterations thereafter shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or any part thereof.
 - e. All work permitted hereunder shall be carried out and performed in accordance with requirements of applicable federal, state, and local statutes, laws, ordinances, codes, and regulations.
 - f. Subject to the requirements and restrictions set forth in the foregoing paragraphs a. through d. of this Section 7, Lessor shall not unreasonably withhold its approval of alterations, additions, or improvements to the demised Premises which might from time to time be requested by Lessee.

- g. Upon approval of any alterations, Lessor and Lessee may also agree in writing as to whether any such alternation or improvement shall be deemed a fixture which shall remain with the Premises upon termination or shall be deemed to be the personal property of Lessee which will be removed upon termination. The parties shall also set forth in writing the conditions or restoration needed for removal of any such improvement. In the absence of any such written agreement, all improvements and fixtures shall constitute the sole property of the Lessor as set forth in Section 8 herein. Lessee shall also provide a list of all the equipment and fixtures within 60 days of the execution of this Lease and annually thereafter.
- 8. **FIXTURES.** Any alterations made in the building located on the Premises (the "Building") by Lessee and any equipment or fixtures built into the Premises by Lessee shall upon termination of this Lease become the sole property of the Lessor, unless otherwise agreed in writing by the parties. The following equipment, which are the personal property of the Lessor, will remain on the Premises and may be used by the Lessee. They must be maintained in good working order by the Lessee and returned at the end of the Lease term in good working order, normal wear and tear excepted. If the sale of the Premises is completed and the Lessee becomes the sole owner of the Premises, ownership of these items is transferred to the Buyer and the items do not need to be returned to the Lessor.
 - a. 5 large metal storage shelving units (in freezer and walk in coolers)
- 9. **LESSEE'S MAINTENANCE AND OBLIGATIONS.** Lessee covenants to maintain, repair, replace, and keep all exterior signage, all glass, all doors and windows, lighting fixtures and HVAC systems, as well as the interior of the Premises, and all improvements, fixtures and personal property therein, including, but not limited to, all doors, all restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent that it applies to Lessee's occupying the Premises; and to contract for the same in Lessee's own name. All maintenance and repairs by Lessee shall be done promptly, in a good workmanlike fashion, without diminishing the original quality of the Premises.
 - a. Lessee shall also be responsible for the repair of damages if any damage or defect was caused by the negligence of Lessee or Lessee's employees, agents, contractors, customers, clients, and other invitees, or if the damage or defect is caused by or otherwise due to work performed by the Lessee or Lessee's agents or contractors.
 - b. Lessee will be solely responsible for keeping the exterior of the Premises free from all litter, dirt, debris and obstructions; and shall keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situated. Trash removal is the responsibility of the Lessee, at the Lessee's sole expense. Any ongoing landscaping services are also the responsibility of the Lessee. Lessee, at the Lessee's sole expense, shall also be responsible for janitorial services in and around the premises.
 - c. Lessee will be solely responsible for snow removal on the Premises as required by the ordinances of the city and county in which the property is situate. This maintenance includes parking areas, entrances, and the sidewalks in the public right-of-way.
 - d. Lessee shall return the Premises at the end of the Lease term, including all fixtures and lease improvements, in the same condition as the beginning of this Lease and in good working order subject to normal wear and tear.
 - e. Lessee's principals and managers shall be available by cell phone with voice messaging. A chain of command for emergencies shall be established by Lessor.

- f. Lessee shall clean and maintain all grease traps, all fixtures and trade fixtures including but not limited to heaters, swamp coolers, with major cleaning and maintenance to be on a schedule determined by Lessor and Lessee within 60 days of the execution of this Lease and reviewed not less than annually. All kitchen and prep areas shall be maintained in accordance with all applicable regulations and shall be kept in a normal state of cleanliness.

10. LESSOR'S MAINTENANCE OBLIGATIONS. Lessor covenants and agrees to maintain, repair, replace and keep the exterior walls, roof, and foundation of the Premises, (excluding glass, signage, doors, and lighting), in good, safe, and sanitary conditions order and repair in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction and to pay all costs and expenses in connection therewith. Further, if any repair, replacement, or restoration is necessitated by any act or omission of Lessee, or any of Lessee's officers, employees, agents, guests, or invitees, all costs and expenses incurred by Lessor in connection therewith shall be payable by Lessee immediately upon written request therefor by Lessor. Except as provided in Section 20F, there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of the Lessor, by reason or inconvenience, annoyance, or injury to, or interruption of business, arising from Lessor, Lessee or others making repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

11. UTILITIES. Until such time as the sale of the Premises is completed, the Lessee shall pay to the Lessor actual charges incurred for electric, water, sewer, and gas. Lessor will provide copies of the bills received to the Lessee and payment to the Lessor is due within 10 days of receipt. All applications and connections for telephone, internet, trash, and other services to the Premises shall be made in the name of the Lessee only. From the date the Lessee takes possession of the Premises until this Lease is terminated, Lessee shall be solely responsible for the payment of the services above including any deposits and charges for facilities and services as such deposits and charges become due and owing. Failure to pay any of the charges, when that failure to pay results in potential damage to the Premises or Building, including, but not limited to, water, sewer, gas, electricity, and trash removal shall be construed as a default under this Lease agreement.

At such time as the sale of the Premises is completed, the Lessor will close their accounts with the utility companies and the Lessee will become solely responsible for all utilities from that day forward. The Lessee/Buyer will remain responsible for the payment of any utility bills received by the Lessor up to the date that the sale of the Premises is completed even if the invoice is received after the sale is completed.

12. SIGNS. Lessee shall at no time build, construct, erect, remove, attach, or hang signs in the absence of Lessor's prior written consent, which will not be unreasonably withheld. All permitted signs must be erected and maintained in accordance with the provisions of applicable federal, state, and local laws, rules, and regulations.

13. PARKING. Lessee shall be entitled to exclusive use of the parking areas on the Premises. Such parking areas shall be for the exclusive use of the Lessee and its agents, guests, and invitees.

14. OTHER COVENANTS OF LESSEE.

- a. Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.
- b. No Waste or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.
- c. No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises

which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

- d. **No Unsightliness.** Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, used restaurant equipment, or waste shall be kept, stored, or allowed to accumulate on the Premises except as may be enclosed within the Premises, with the exception of the temporary storage of any construction waste accumulated during remodeling; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.
- e. **Environmental Compliance and Indemnity.** Lessee covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state, and local environmental laws, regulations, executive orders, ordinances, and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S 25-15-101 et seq and not to cause, suffer or permit any damage or impairment to the health, safety, or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal, or local law, regulation, or ordinance. The foregoing obligations of Lessee shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Lessee agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up related activities and all other appropriate remedial action. Lessee covenants and agrees to protect, indemnify and save Lessor harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Lessor resulting from any failure to comply with the provisions of this Section 15 e. Lessor shall have the right to defend itself in any action, suit or proceeding commenced against Lessor as a result of Lessee's violation of or failure to comply with the provisions of this Section 15 e., with attorneys and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consulting fees, and other costs in connection therewith incurred by Lessor. The provisions of this Section 15 e shall survive the expiration or termination of this Lease.
- f. **No Security Interest.** Lessee agrees and warrants that no security interest will or may be granted with respect to any fixture physically attached to the Premises at any time during the term hereof.

15. **CONDITION OF THE PREMISES.** The taking of possession of the Premises by Lessee shall be conclusive evidence as against Lessee that the Premises were in satisfactory condition when possession of the same was taken. Lessee shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.

16. **ACCESS AND QUIET ENJOYMENT.** Lessor warrants that Lessee shall have peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided for herein, and otherwise fully and punctually performs the terms and conditions hereof.

17. RESERVATIONS AND INSPECTION BY LESSOR. Lessor or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof.
18. LIABILITY OF LESSOR, INDEMNIFICATION, AND INSURANCE.
- a. Except as otherwise provided herein, Lessee shall be in exclusive control and possession of the Premises from the date this Lease is executed until it is terminated. Lessor shall not be liable for an injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of the Lessee. Lessor shall not be liable to Lessee for any entry on the Premises for inspection or repair purposes.
 - b. To the fullest extent permitted by applicable law, Lessee shall hold harmless and indemnify Lessor from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorney fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the Premises, except for injury or damage caused solely by the negligence of Lessor, (3) Lessee's failure to comply with any law of any governmental authority, or (4) any mechanic's lien pertaining to work, services, or materials contracted for by Lessee or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Lessee.
 - c. Lessee shall insure all building materials, supplies, personal property, furnishings, equipment, inventory and records that it uses or stores on the Premises at any time following the execution hereof against fire and other hazards.
 - d. Lessee shall obtain and maintain insurance against liability for bodily injury and property damage, with policy limits in an amount of not less than [REDACTED] for death, illness, or injury to one or more persons, and [REDACTED] for property damage, in respect of each occurrence. Lessee shall provide Lessor with certificates evidencing such insurance coverage before performing any work within the Premises. Any default or breach of the insurance requirements of this Lease shall be deemed and immediate default described in Section 20 herein.
 - e. In the event the Premises shall be damaged by fire or other casualty during the term of the tenancy, in a manner rendering all or part of the Premises unusable for the intended purpose under this Lease, the parties shall be entitled to exercise the following options:
 - i. Lessor may repair the Premises at its own expense. Lessor shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises. If the casualty insurance policy was maintained by Lessee, Lessor shall be entitled to reimbursement not to exceed the total cost of repair to the Premises.
 - ii. Lessee may repair the Premises at its own expense. Lessee shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises.
 - iii. If neither party elects to repair the damaged portions of the Premises, by giving written notice to its intent to make the repairs to the other, within thirty (30) days following the date of the damage by fire or other casualty, or if the damage to the Premises cannot be substantially repaired within 180 days following the date when the Premises were damaged, Lessee or Lessor shall be entitled to declare this Lease null and void.
 - f. Except in cases where the damage to the Premises was proximately caused by the negligent actions or omissions of Lessee, or its employees, agents, customers, clients, or invitees, Lessee shall be entitled to an abatement of Lessee's obligation to pay rent hereunder as to so much of the Premises as are rendered unusable for their intended purpose under this agreement as a result of fire or other casualty for so long as the Premises remain unusable.

19. **DEFAULT AND REMEDIES.** Each of the following events shall constitute a default or breach of this Lease by Lessee:
- a. If Lessee fails to pay Lessor such monthly rent within five (5) days of its due date, subject to the late charges set forth in Section 5.
 - b. If Lessee fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of ten (10) days after notice thereof is given by Lessor to Lessee.
 - c. If Lessee vacates or abandons the Premises, or if the Lessee fails to notify the Lessor of any extended closure.
 - d. If this Lease or the estate of the Lessee hereunder is transferred to or shall pass to any other person or party, except in the manner and to the extent herein permitted.
 - e. Lessee shall be in default in the event any lien is placed on the business of Lessee, Lessee's assets of any kind, on the Premises, Lessor's real or personal property, whether voluntarily by Lessee or by any creditor, taxing authority, or any party whatsoever.
 - f. In the event of any default hereunder, as set forth above, the rights of the Lessee shall be as follows:
 - i. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than three (3) days notice of the cancellation and termination in accordance with Colorado law and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Lessee, without prejudice to any claim for rent or for the breach of covenants hereof.
 - ii. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of the Lessor to take any action as may be otherwise permissible hereunder in the case of default.
20. **LIEN.** The Lessor shall have at all times a valid lien for all sums of rent due hereunder from the Lessee upon all of the personal property of the Lessee situated in the Premises, and said property shall not be removed therefrom without the consent of the Lessor until all arrearages in rent shall have first been paid and discharged.
21. **REMEDIES CUMULATIVE.** No reference to nor exercise of any specific right or remedy by Lessor shall prejudice or preclude Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Lessor may from time to time exercise any one or more of such remedies independently or in combination.
22. **ATTORNEY FEES.** In the event there is controversy or dispute regarding this Agreement and/or any related documents and the parties are unable to settle the controversy or dispute through mediation or otherwise, the prevailing party in any administrative or legal action shall be entitled to recover from the breaching party all reasonable attorney's fees actually incurred, together with costs, including mediation fees. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel and bring to action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.
23. **SURRENDER AND POSSESSION.** Lessee shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to the Lessor, including all buildings, additions, keys and security codes, and improvements constructed and placed thereon by Lessee, except Lessee's personal property, all in good condition and repair. Any personal property belonging to Lessee, if not removed at or before the termination or forfeiture date, and if Lessor shall so elect, shall be deemed abandoned

and become the property of Lessor without payment or offset therefor. Lessor may at its option remove such personal property from the Premises and store it at the risk and expense of the Lessee. Lessee shall repair and restore all damage to the Premises caused by the removal of equipment and other personal property or be liable for the costs incurred in such repair and restoration. Lessee shall deliver the Premises back to the Lessor in substantially the same condition as exists on the date of the execution of this Lease, normal wear and tear excepted.

If the sale of the Premises is completed and all terms of the sale agreement of the Contract to Buy and Sell Real Estate dated 07/21/2021 between the Lessor and Lessee are completed, the Lessee becomes the owner of the Premises and takes full possession of the Premises per those terms upon closing of the sale. Other than the terms outlined in section 11 for the payment of additional Utilities up to the date of sale and the return of the security deposit outlined in Section 6, this Lease agreement would be terminated effective the date of sale and no further obligations are required by Lessor or Lessee against this agreement.

24. **HOLDING OVER.** It is mutually agreed that if, after the expiration of this Lease, the Lessee shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1st day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 25 shall be construed to alter or impair any of Lessor's rights of re-entry or eviction or constitute a waiver thereof. This holding over period shall not extend longer than three (3) months past the end of the original lease agreement, plus any extensions. By that period, the Lessee and Lessor must agree to a new Lease Agreement or the Lessee must vacate the premises.
25. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign or sublease any interest in the Premises without prior written consent of Lessor. Lessee and all guarantors shall remain responsible for the lease payments under any approved sublease agreement. Nor shall any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Lessor first having been obtained. The sale of [REDACTED] in the corporate entity of Lessee shall be considered an assignment under this Section 26. This type of assignment will require review between the Lessee and the Lessor and any new corporate owning members will be required to sign an addendum to this lease agreement acknowledging that they are now responsible for the terms and conditions of this lease agreement.
26. **LESSOR'S ASSIGNMENT.** Lessor may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Lessor from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Lessee shall thereafter look solely to Lessor's successor in interest in and to this Lease. This Lease shall not be effected by any such assignment, and Lessee shall attorn to Lessor's successor in interest thereunder.
27. **SUCCESSORS.** Subject to the restrictions in Section 26 above, the covenants and agreements contained in the Lease shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.
28. **CONDEMNATION.** In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Lessor hereunder, the Lessee waiving all rights to any such payments.
29. **LESSEE'S BANKRUPTCY OR INSOLVENCY.** It is further agreed between the parties hereto that if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if the Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Lessee, whether under the operation of the state or the federal statutes, then and in any such case, the Lessor may at its option immediately, with or without notice, terminate this Lease and immediately

retake possession of the Premises without the same working any forfeiture of the obligations of the Lessee hereunder.

30. **WAIVER.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Lessee, or acceptance by Lessor, of a lesser amount than due shall be treated only as a payment on account.
31. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event of any of them shall be held to be invalid by any competent court, this contract shall be interpreted as though such invalid agreements or covenants are not contained herein.
32. **NOTICES.** All notices required to be given in this Lease shall be in writing deposited in the United States Mail, certified or registered, with postage prepaid, and addressed to the parties at their respective addresses set forth herein, or notices may be delivered by e-mail or other electronic delivery with verified receipt, or may be hand-delivered to the principal office of the party, or hand delivered to a principal or manager of the party.
33. **MEMORANDUM OF LEASE.** Lessee agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S, or similar laws.
34. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Lease.
35. **ESTOPPEL.** Lessee shall, at any time and from time to time, upon not less than ten (10) days prior notice from Lessor, execute, acknowledge, or deliver a written statement ratifying this Lease and certifying any information concerning Lessee's lease and occupancy of the Premises reasonably required by Lessor.
36. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado. All questions in dispute under this Lease between the parties shall be settled with venue in Chaffee County, Colorado.
37. **COUNTERPARTS.** This Lease may be executed in counterparts, in which case each such counterpart shall be construed as an original. Facsimile signatures shall be equally as binding as original signatures.
38. **ENTIRE AGREEMENT.** With the exception of the Contract to Buy and Sell Real Estate dated 07/21/2021 between the Lessor and Lessee, this Lease sets forth all the covenants, provisions, agreements, conditions, and understandings, either oral or written, between them. Any modifications of this Lease must be in writing and signed by the parties.

Signature Page to follow:

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

LESSOR:

KCK Ventures, Inc., a Colorado corporation:

By: 

Julie Kimbrough

Its: President

LESSEE:

Sherpa Café, LLC

By: 

Pemba G Sherpa

Its: Member

By: 

Neema Sherpa

Its: Member

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 Sherpa Cafe Salida LLC

The principal office street address is 1110 E Hwy 50
Salida CO 81201
US

The principal office mailing address is 1110 E Hwy 50
Salida CO 81201
US

The name of the registered agent is Neema L Sherpa

The registered agent's street address is 312 E Tomichi Ave
Gunnison CO 81230
US

The registered agent's mailing address is



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

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Neema L Sherpa



Pemba G Sherpa



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

Dennis D Schock



CERTIFICATION OF AUTHORITY

Sherpa Café Salida LLC is managed by its members. The names and addresses of each of its current members as of September 10, 2021, are listed below. Each of these persons has managerial authority of the LLC and is empowered to transact business on its behalf.

Name of Member:

Address

Pemba G. Sherpa

Neema L. Sherpa



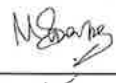
Further, each of the above members is specifically authorized to transact the following business on behalf of Sherpa Café Salida LLC:

Any and all LLC business

Date: September 10, 2021

Sherpa Café Salida LLC

by: 
Pemba G. Sherpa, Member

by: 
Neema L. Sherpa, Member

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

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

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

Filing Information

Your filing information is as follows

Date: 9/10/21

Name: Sherpa Cafe Salida LLC

Address: 1110 E Rainbow Blvd
Salida, Colorado
81201-2914

Sales Tax Account Number:

Sales Tax Filing Frequency:

Wage Withholding Account Number:

Wage Withholding Filing Frequency:



Websites

State of Colorado: www.colorado.gov

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

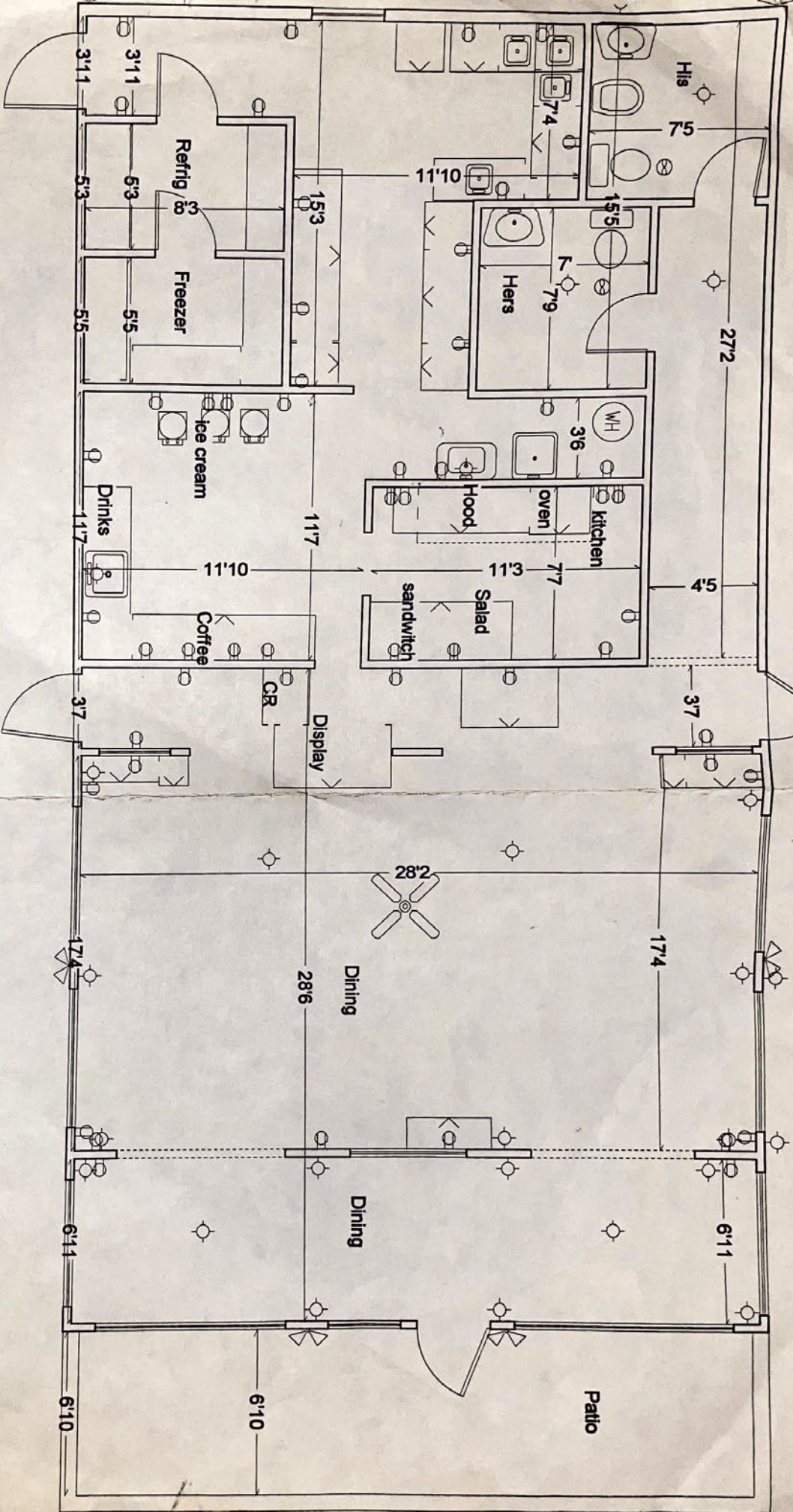
Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

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

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

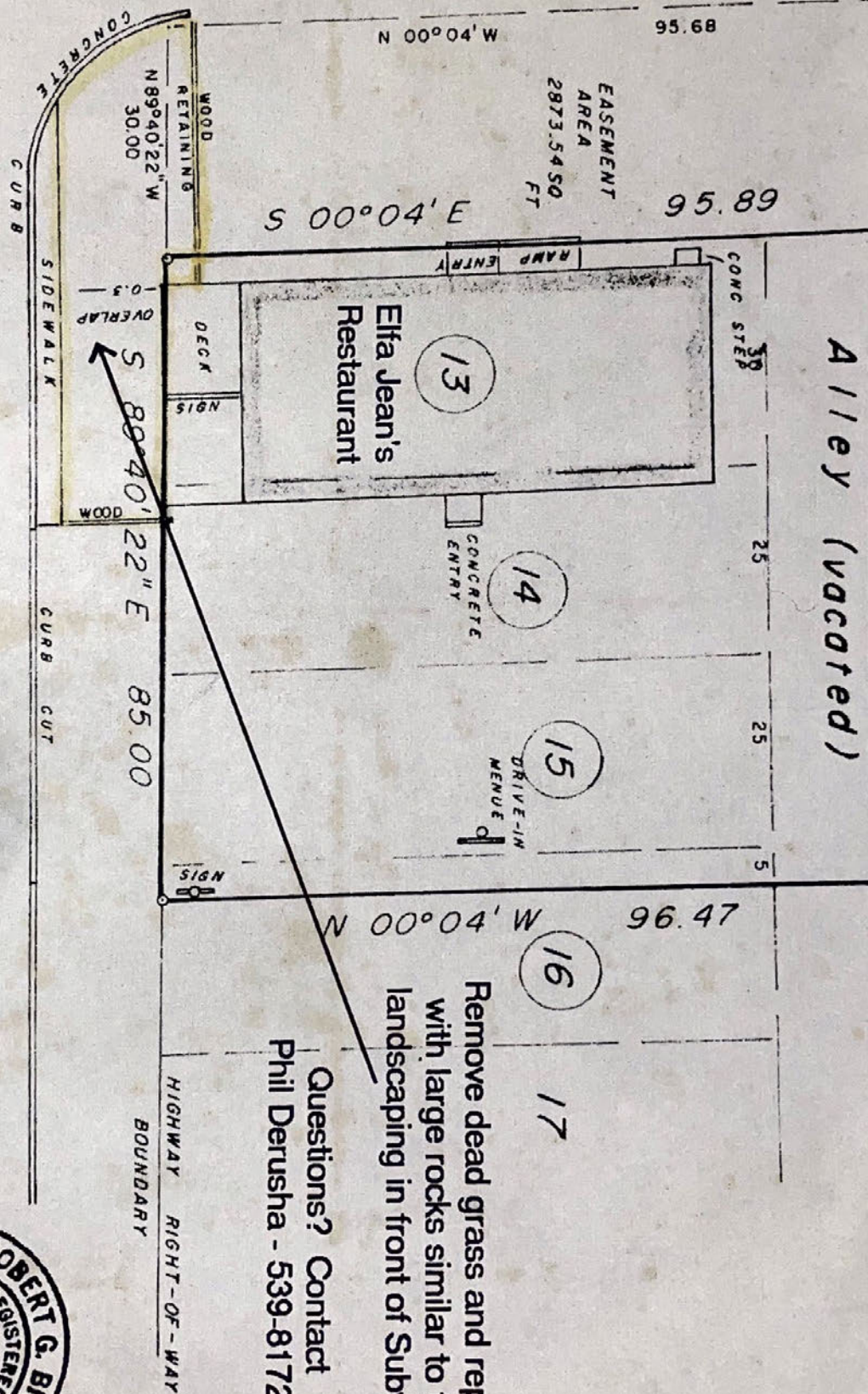
Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

LIVING AREA 1854 sq ft



PALMER

5



Remove dead grass and replace with large rocks similar to the landscaping in front of Subway!

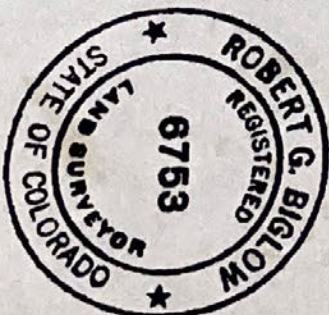
**Questions? Contact
Phil Derusha - 539-8172!**

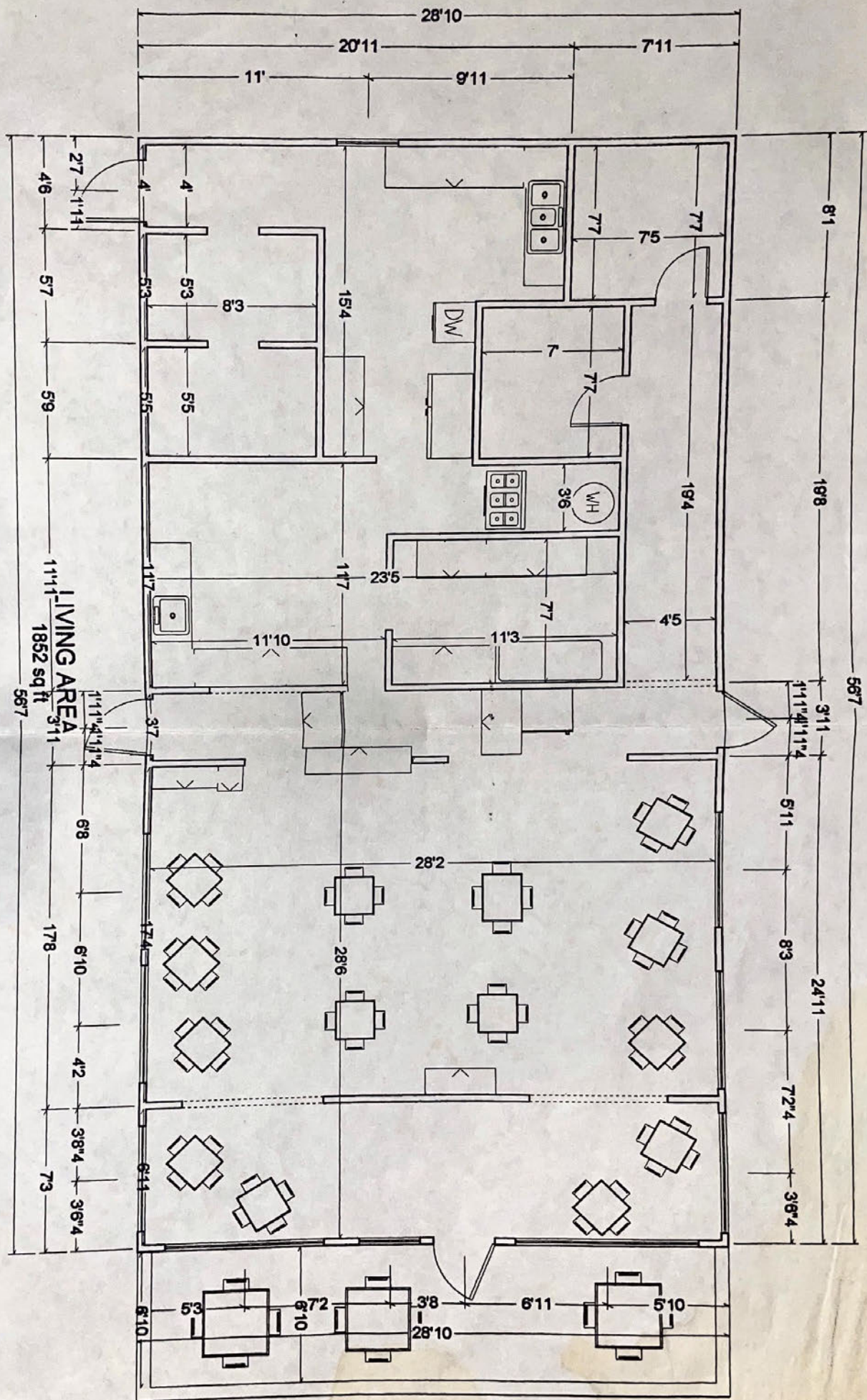
U. S. HIGHWAY NO. 50
 issued March 29, 1954, D.A.

BIGLOW-LAND SURVEYORS

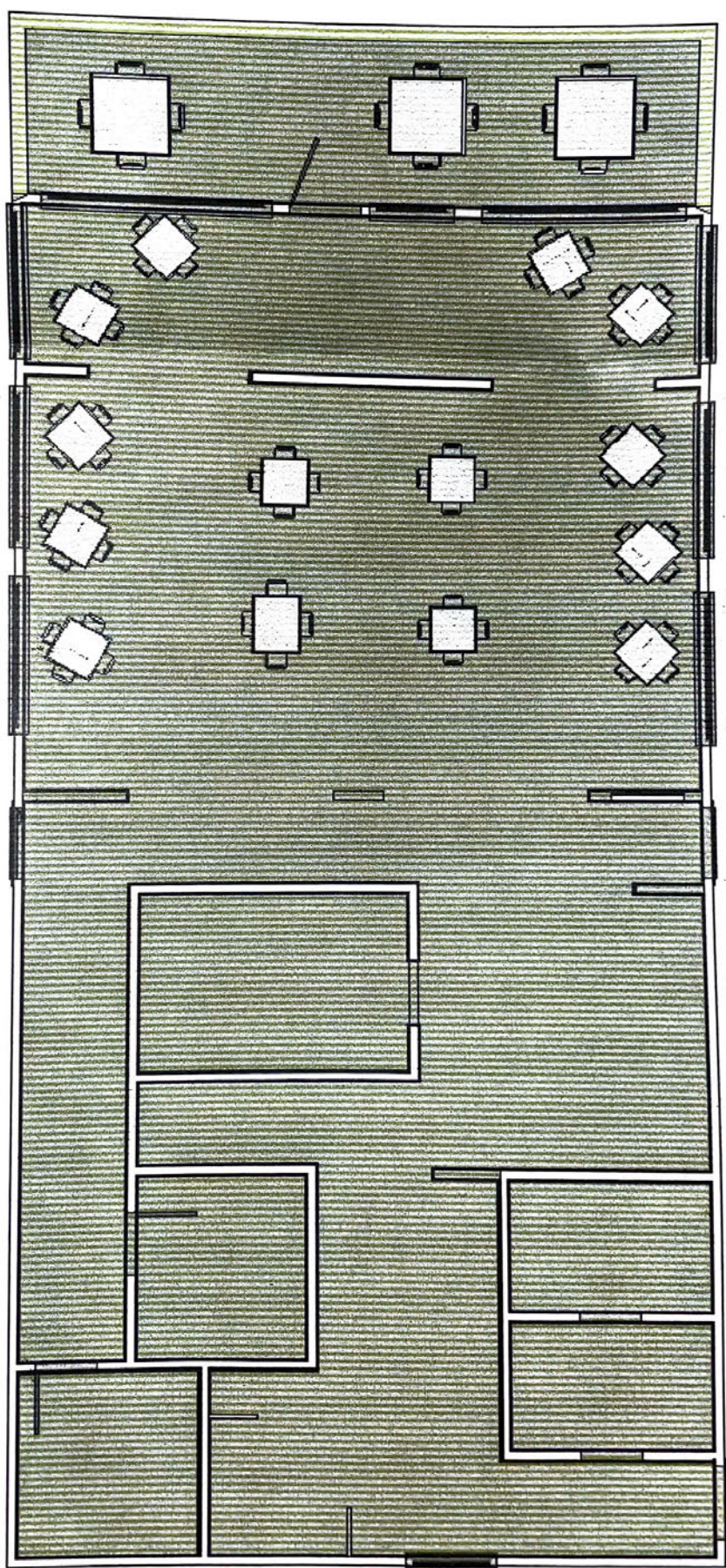
P.O. Box 531 Salida, Colorado 81201
716/536-6120

20.5.50. 1991





8/30/94 Mark Lederman future



Date: _____

Name of Establishment: ELFA JEAN'S Phone: 719-530-9524
 Address of Establishment: 1110 E US Hwy 50 FAX: _____

Name of Operator (owner): ELFA JEAN Womack TURNER Phone: 719-539-9515
 Address of Operator (owner): 7407 CR 141 Sahibga, Co 81201 FAX: _____

Name of Local Contact: ELFA TURNER Phone: _____
 Name of Contractor: Energy Efficient Electric FAX: _____
 Address of Contractor: _____

Name of Architect: _____ Phone: _____
 Address of Architect: _____ FAX: _____

Date Construction will begin: _____ Date of Planned Opening: Nov. 1999

New Establishment: _____ Remodel: ☒

Type of Establishment (check all that apply):

<input type="checkbox"/> Full Service	<input checked="" type="checkbox"/> Coffee Shop
<input type="checkbox"/> Bar	<input type="checkbox"/> Market (Grocery)
<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Fish Market
<input type="checkbox"/> Deli	<input type="checkbox"/> Meat Market
<input type="checkbox"/> Caterer	<input type="checkbox"/> Concession
<input type="checkbox"/> School	<input type="checkbox"/> Specialty Shop
<input type="checkbox"/> Fast Food	<input type="checkbox"/> Mobile Unit
<input checked="" type="checkbox"/> Other (please specify):	<u>Sandwiches, Soups, Salads</u>

Seating Capacity (indoor and outdoor): 52 indoor 24 outdoor

Total Square Feet Of The Establishment: 1682 sq. ft.

Total Square Feet Of The Kitchen Area: 929 sq. ft.

Have these plans been submitted or do you intend to submit these plans to other counties in the State of Colorado? ☐ Yes ☒ No If yes, which county(s): _____

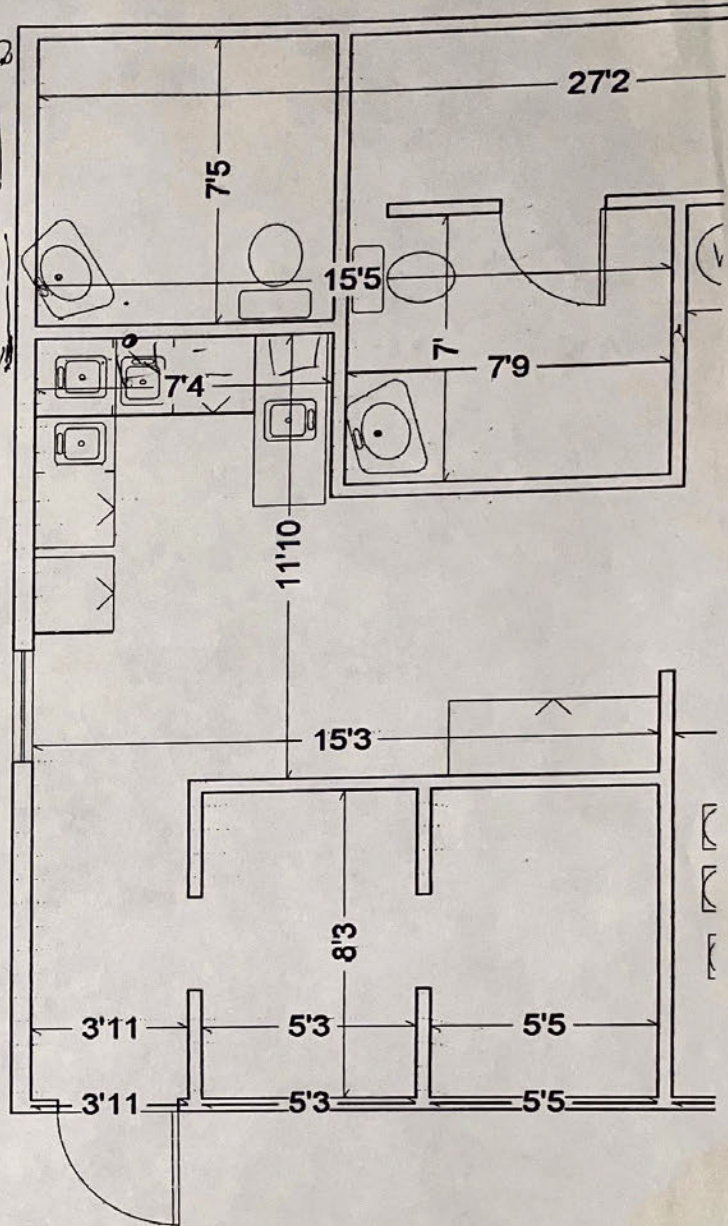
If Operation Is Seasonal, List The Months Of Operation: _____

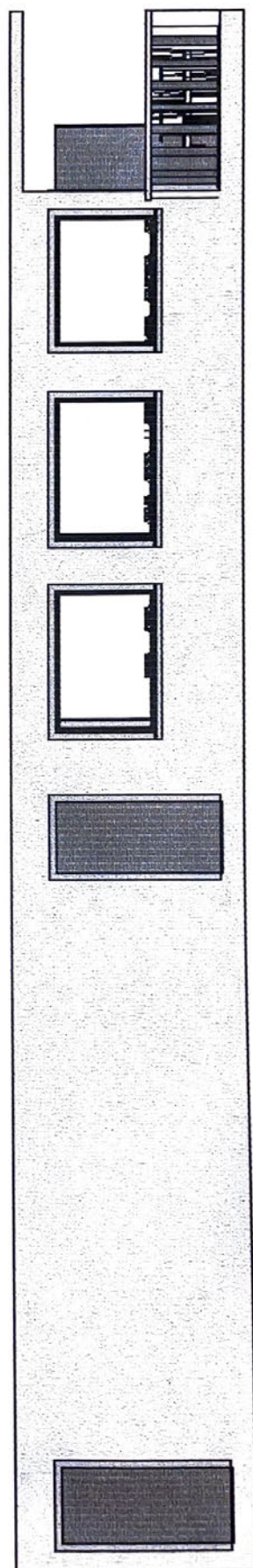
Day(s) and Hours of Operation: _____ [day(s)] [hours]

Projected Daily Maximum Number of Meals to be Served: 50 Breakfast 100 Lunch 100 Dinner

Number of Staff (maximum per shift): 4

$$\frac{1}{4} = 1ft$$





#9,300 # 15th + 17
1565

PANDA'S

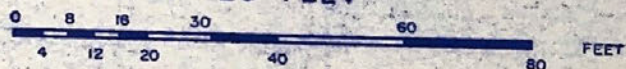
LOCATED WITHIN

BLOCK NO. 27 - ROBERD'S THIRD ADDITION

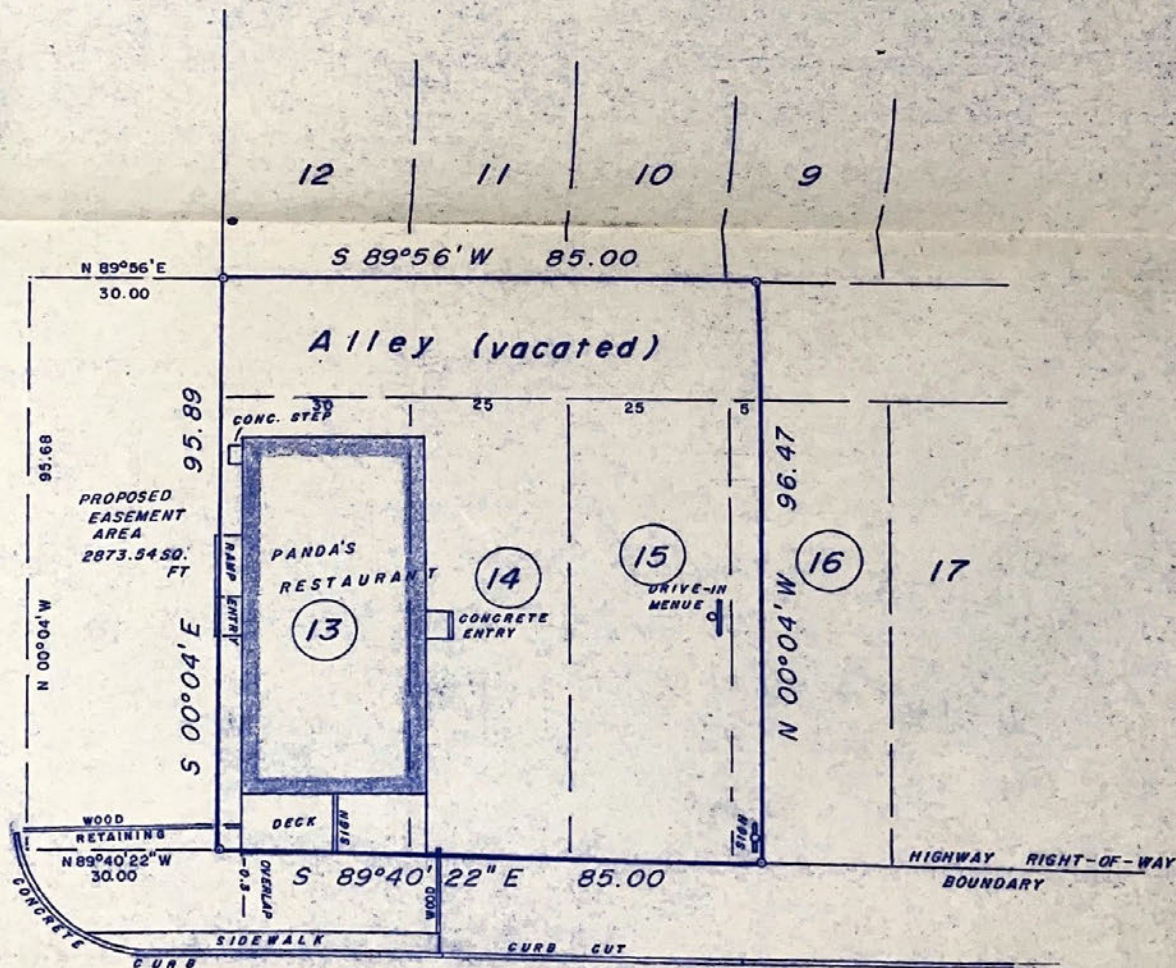
CITY OF SALIDA

CHAFFEE COUNTY, COLORADO

SCALE: 1 INCH = 20 FEET



PALMER STREET



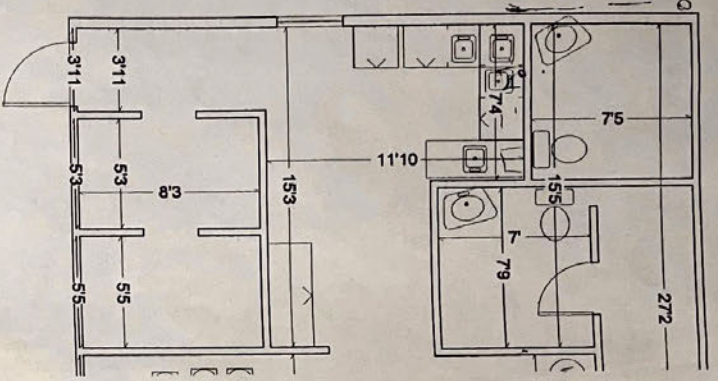
compiled drawn by: R.S.B.

U.S. HIGHWAY NO. 50

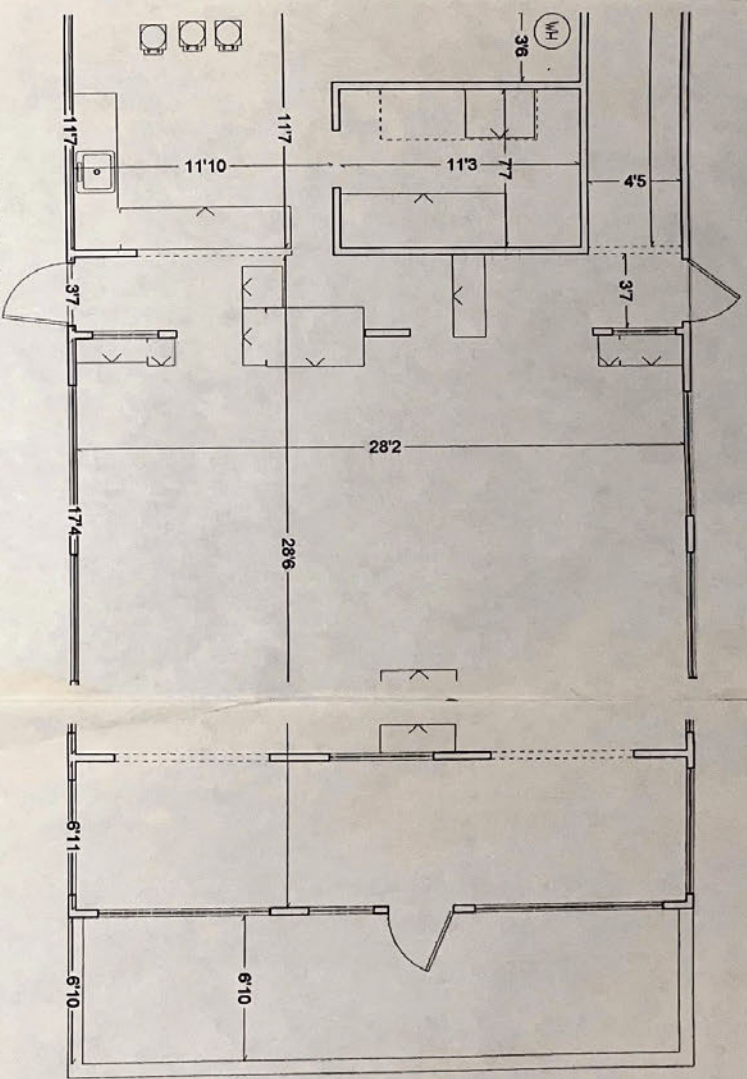
BIGLOW-LAND SURVEYORS
P.O. Box 531 Salida, Colorado 81201
(719) 539-6130

30 SEPT. 1991

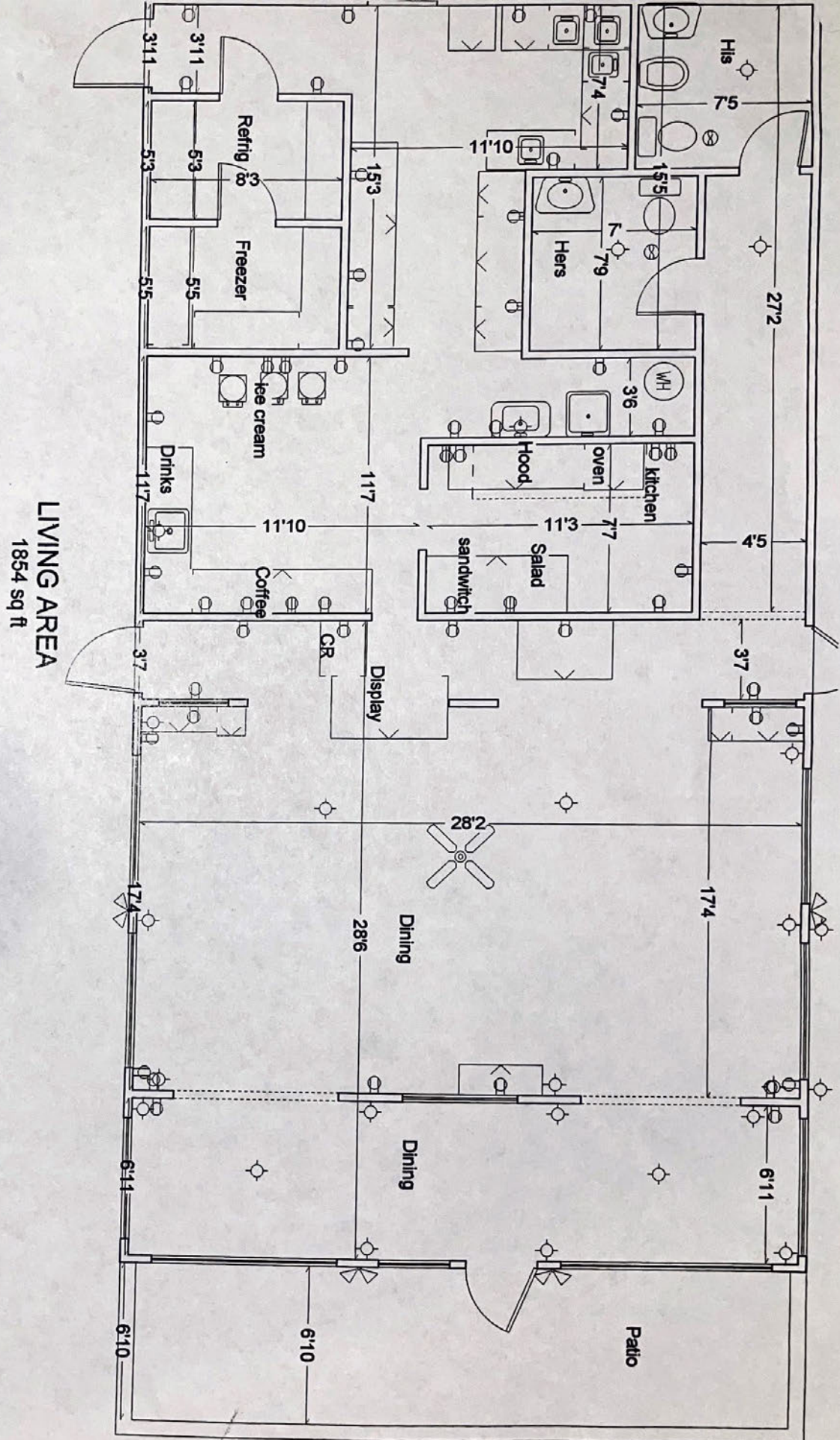
$$\frac{1}{4} = 14$$



LIVING AREA
 1854 sq ft



$$1 = \frac{h}{1}$$



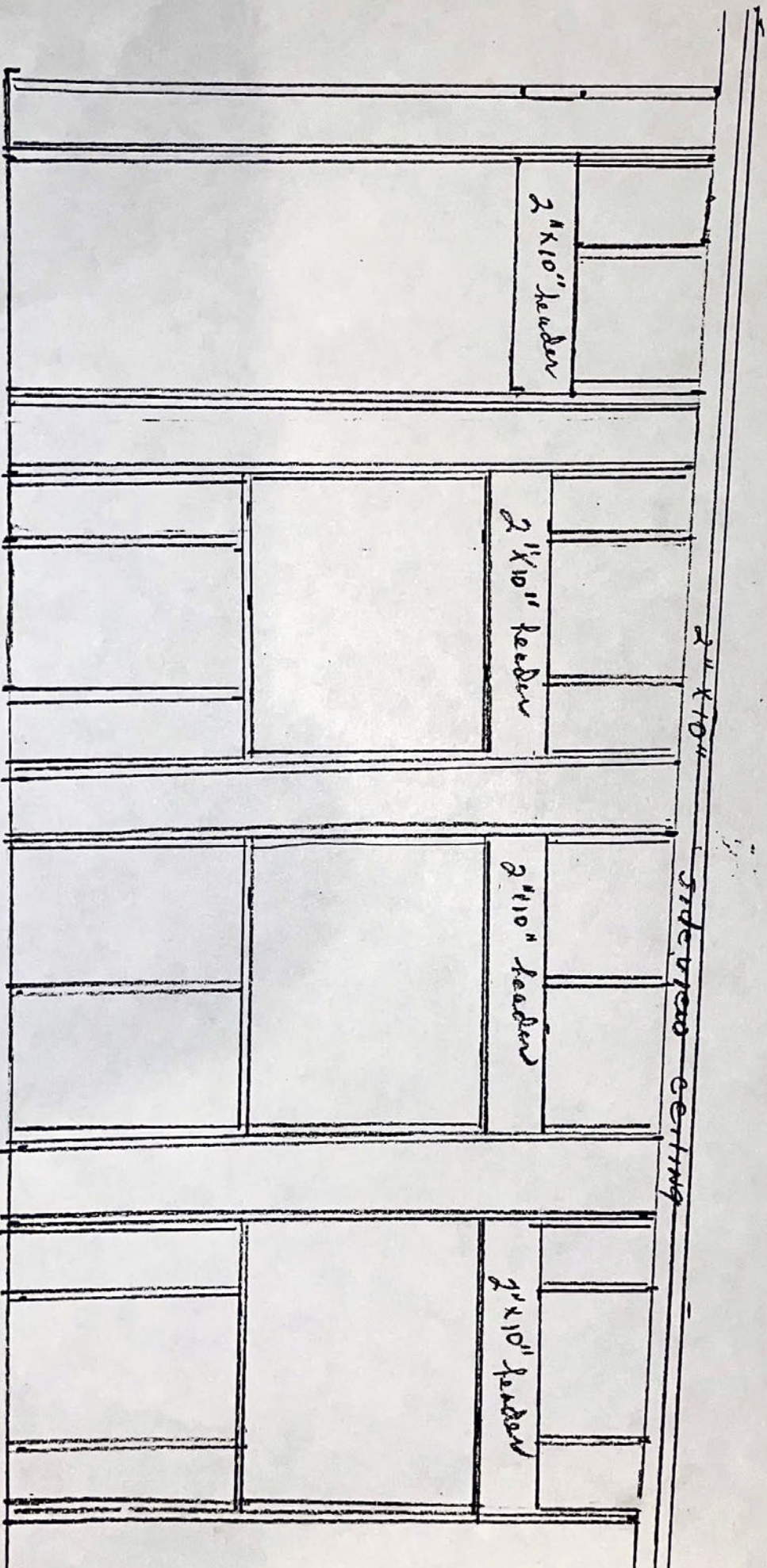
5/8" fir siding

1/2" scale = 1 ft

sides veins

2" x 6" stud
2" center
2" x 10" headers

20'



PANDA'S

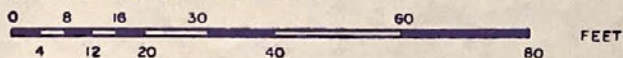
LOCATED WITHIN

BLOCK NO. 27 - ROBERD'S THIRD ADDITION

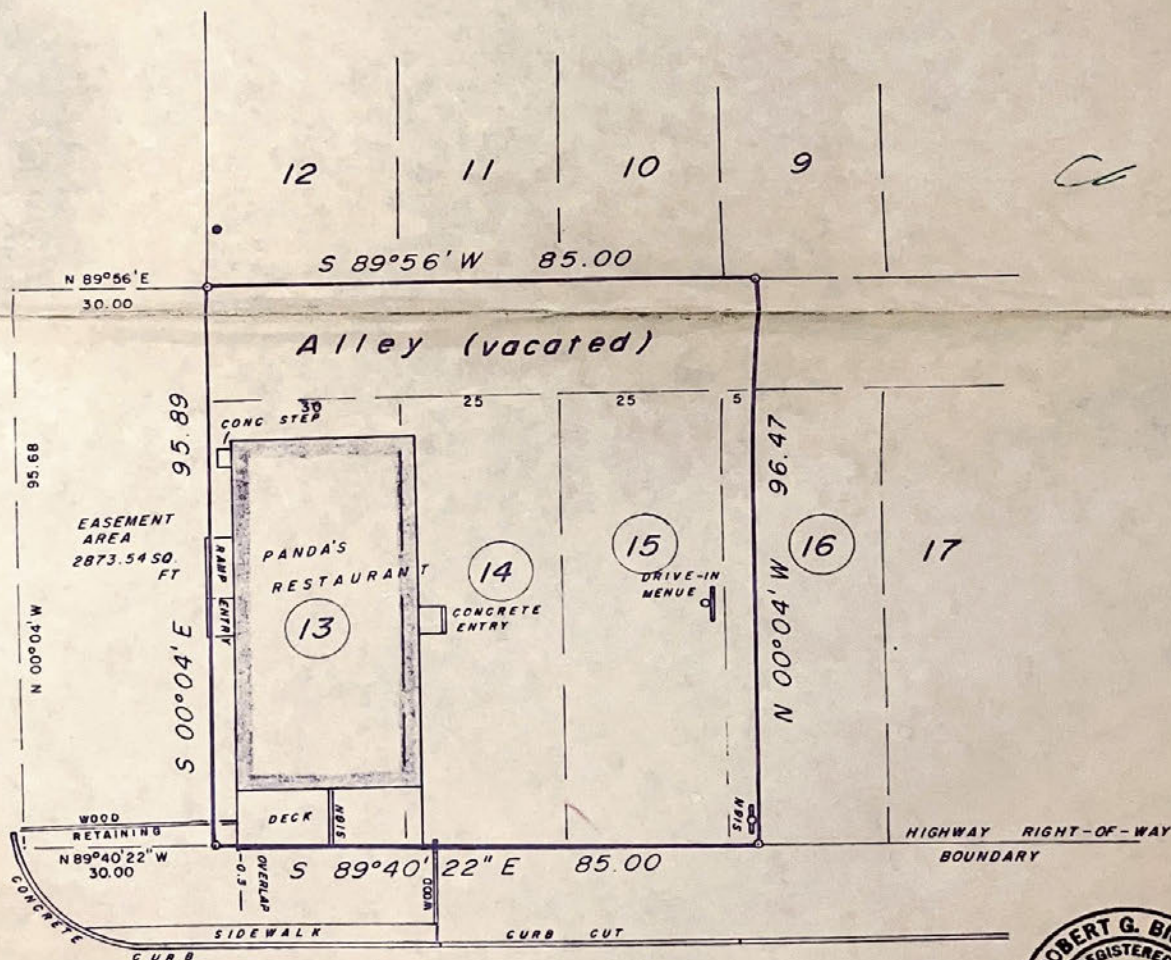
CITY OF SALIDA

CHAFFEE COUNTY, COLORADO

SCALE: 1 INCH = 20 FEET



PALMER STREET



COMPILED DRAWN BY: R.G.B. U.S. HIGHWAY NO. 50

BIGLOW-LAND SURVEYORS
P.O. Box 531 Salida, Colorado 81201
(719) 539-6130

30 SEPT. 1991



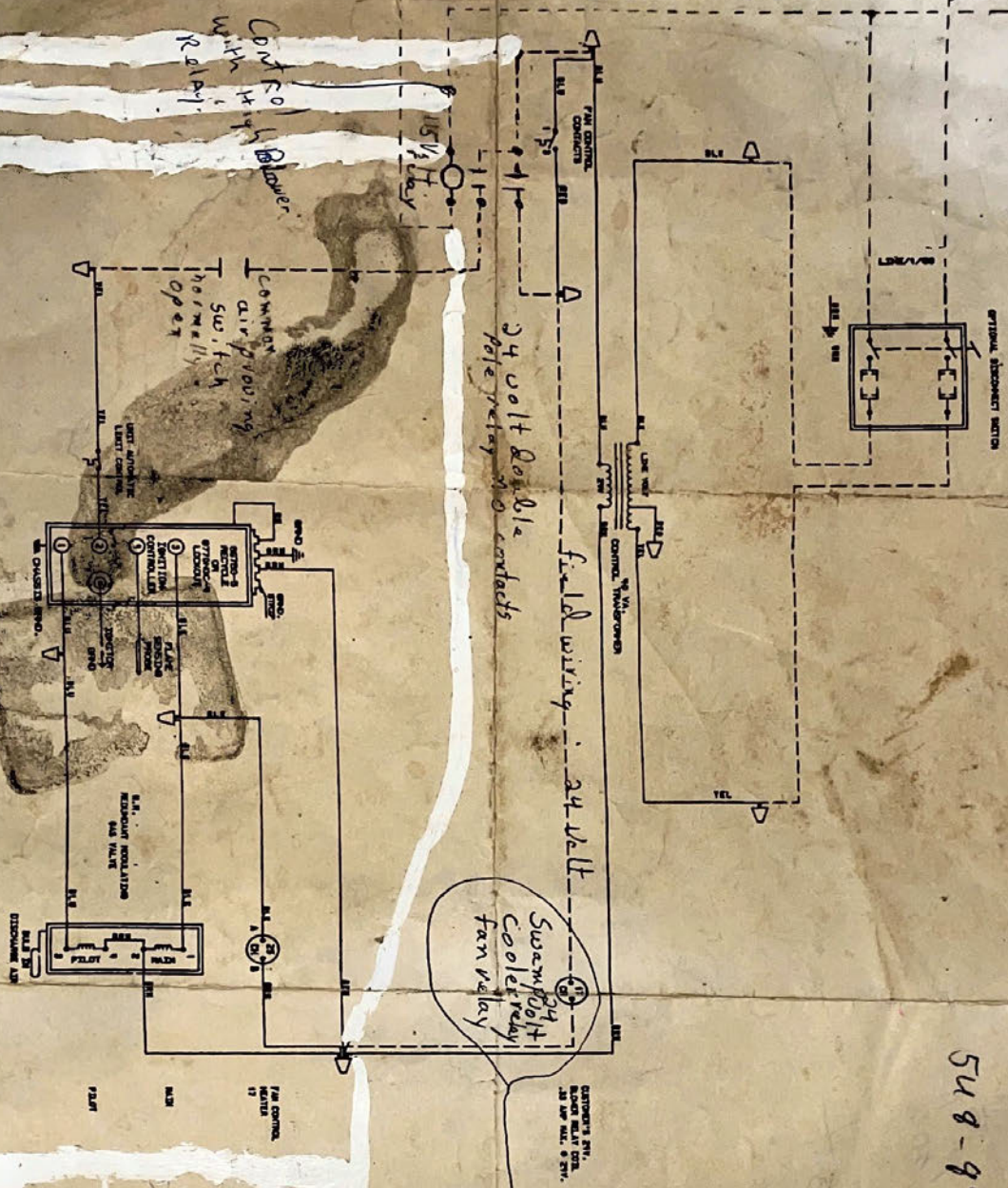
Wiring Diagrams for Gas Heaters to Kitchen hood

Pandas Restaurant

① - wire to 115V power for hood exhaust fan

Paul
548-9890

wire air-pressure
switch common
+ normally open
run a tube from
high pressure tap
to swamp cooler discharging
all dash had lines are custom
supplied field wiring



wire contacts of swamp cooler fan relay to
bring on swamp cooler