

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by check ☐ Paid online

Uploaded to
Movelt on Date 4.14.24

<input checked="" type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file			
<ul style="list-style-type: none">All answers must be printed in black ink or typewrittenApplicant must check the appropriate box(es)Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>The Victoria Tavern, LLC</u>			FEIN Number [REDACTED]
2a. Trade Name of Establishment (DBA)		State Sales Tax Number [REDACTED]	Business Telephone <u>214 781 3583</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>143 N. F Street Ste D</u>			
City <u>Salida</u>	County <u>Chaffee</u>	State <u>CO</u>	ZIP Code <u>81201</u>
4. Mailing Address (Number and Street) <u>123 E. ST STE 200</u>		City or Town <u>Salida</u>	State <u>CO</u>
5. Email Address <u>mgmt@thevictoriatavern.com</u>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <u>N/A</u>	Present State License Number <u>N/A</u>	Present Class of License <u>N/A</u>	Present Expiration Date <u>N/A</u>
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
<input type="checkbox"/> Application Fee for New License\$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00 <input type="checkbox"/> Application Fee for Transfer\$1,100.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$30.00 <input type="checkbox"/> Manager Registration - Tavern\$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment\$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00 <input type="checkbox"/> Optional Premises License (City)\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City)\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City)\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City)\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City)\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input checked="" type="checkbox"/> Tavern License (City)\$500.00 <input checked="" type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00	
Section B Liquor License Fees*			
<input type="checkbox"/> Add Optional Premises to H & R\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area\$75.00 <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City)\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County)\$750.00 <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State)\$500.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

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	<input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II. Diagram of the premises	<input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" 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 checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	<input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input checked="" type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV. Background information (DR 8404-I) and financial documents	<input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentGO – https://uenroll.identgo.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 <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input checked="" 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 <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII. Partnership applicant information (if applicable)	<input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII. Limited Liability Company applicant information (if applicable)	<input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input checked="" type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	<input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name <i>Kyle Johan Deniger - Hagman</i>	Type of License <i>Tavern</i>	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"/>		
		or		
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"/>		
13. a. 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"/>		
b. 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. <i>Browns Canyon Brewing Company - No current interest / resigned.</i>		<input checked="" type="checkbox"/> <input 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 checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>Andrew Fink / Thevic LLC</i>	Tenant <i>The Victoria Tavern LLC</i>	Expires <i>5/1/2029</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 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".				
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 <i>N/A</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

Name Greg Kenney	Type of License Tavern	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☒ No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☒ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☒ No

c. How long has the club been incorporated?

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☒ No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ Yes ☒ No

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ Yes ☒ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ Yes ☒ No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager Kenny	First Name of Manager Greg
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
☐ Yes ☒ No

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ Yes ☒ No

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager N/A	First Name of Manager N/A
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26. Tax Information. Yes No

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

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

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Greg Kenney	[REDACTED]	[REDACTED]	Owner	50
Kyle Johnson	[REDACTED]	[REDACTED]	Owner	50

Name <i>Greg Kenney</i>	Type of License <i>Tavern</i>	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input checked="" 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 Article 3 or 5, C.R.S.</p>		
Oath Of Applicant		
<p>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.</p>		
Authorized Signature <i>[Signature]</i>	Printed Name and Title <i>Kyle Johan Deniger - Hugman</i>	Date <i>4/14/24</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)	
For Transfer Applications Only - Is the license being transferred valid?		Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>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:</p> <p><input checked="" type="checkbox"/> Fingerprinted</p> <p><input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>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</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<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 <input type="checkbox"/> No <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?		Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>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.</p>		
<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?		Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>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.</p>		
Local Licensing Authority for		Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Greg Kenney / The Victoria Tavern</u>		Social Security Number/Tax Identification Number <u>[REDACTED]</u>	
Address <u>143 N. F Street Unit D</u>			
City <u>Salida</u>		State <u>CO</u>	Zip <u>81201</u>
Home Phone Number <u>214-789-3583</u>		Business/Work Phone Number <u>214-789-3583</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Greg Kenney</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>4.14.24</u>

Privacy Act Statement

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


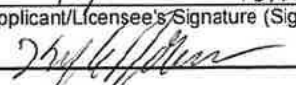
Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>The Victoria Tavern</u>		Social Security Number/Tax Identification Number 	
Address <u>143 W. F St. Unit D</u>			
City <u>Salida, CO</u>		State <u>CO</u>	Zip <u>81201</u>
Home Phone Number <u>719 407 2200</u>		Business/Work Phone Number <u>214-789-3583</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Kyle J. Deniger-Hagman</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>4/14/2024</u>

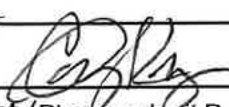
Privacy Act Statement

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

DR 8496 (03/27/23)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO Box 17087
 Denver CO 80217-0087
 Fax (303) 205-2341
 Phone (303) 205-2300

Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

<input checked="" type="checkbox"/> Initial Application		<input type="checkbox"/> Renewal	
Corporate Business Name The Victoria Tavern		Trade Name (DBA)	
Physical Address of Premises 143. N. F Street		Suite/Unit Number D	
City Salida	County Chaffee	State CO	ZIP Code 81201
Mailing Address (if different than Physical Address) 123 G. Street		Suite/Unit Number 200	
City Salida		State CO	ZIP Code 81201
Business Phone Number 214 789 3583		Business Email Address mta Mgmt@thevictoriatavern.com	
1. Are you applying/renewing: <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
2. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Are you using a third party's ordering software to take orders?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee. Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.			
7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you the applicant or an authorized agent of the business?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of the applicant or an authorized agent of the business Greg Kenney		Title of the applicant or an authorized agent of the business Owner	
Signature 		Date 4.14.24	

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

The Victoria Tavern LLC

is a

Limited Liability Company

formed or registered on 04/09/2024 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 20241406291 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2024 that have been posted, and by documents delivered to this office electronically through 04/30/2024 @ 15:58:46 .

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 04/30/2024 @ 15:58:46 in accordance with applicable law. This certificate is assigned Confirmation Number 15996104 .



Jena Griswold

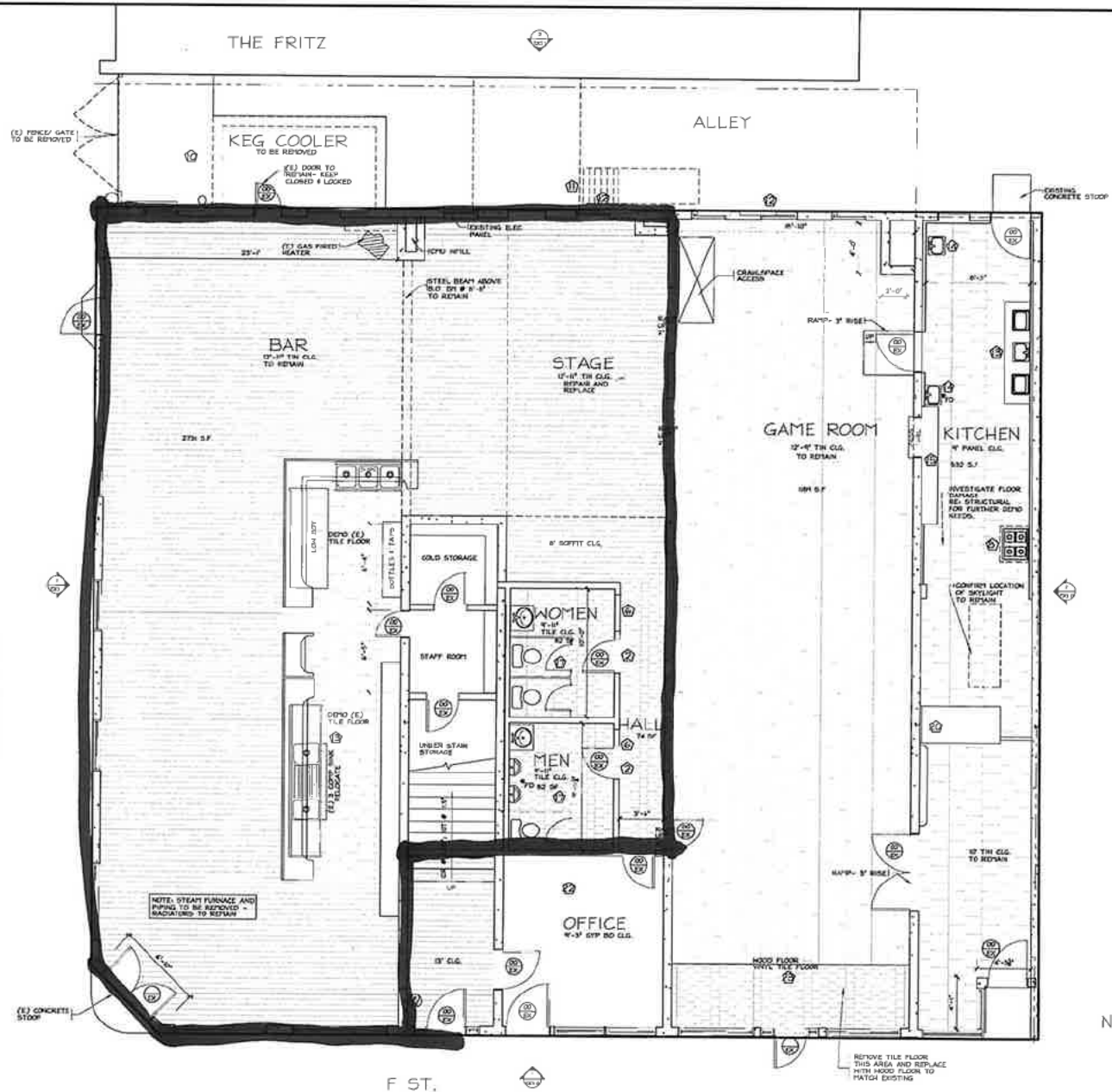
Secretary of State of the State of Colorado

*****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.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

4/10/2023 2:28 PM P:\30-2\Victoria - Sackett St - Victoria Hotel & Tavern - 441 079
10/20/23 10:10 AM P:\30-2\Victoria - Sackett St - Victoria Hotel & Tavern - 441 079

0001

SACKETT ST



EXISTING MAIN LEVEL/ DEMO PLAN

WALL LEGEND

- EXISTING PARTITION WALL TO REMAIN
- EXISTING PARTITION WALL TO REMOVED/ DEMOLISHED
- NEW PARTITION WALL TO BE CONSTRUCTED

DEMO KEYNOTES

- REMOVE EXISTING PARTITION WALL- PLATES, STUDS, GYPSUM BOARD, AND ALL ASSOCIATED TRIM
- REMOVE EXISTING DOOR, ASSOCIATED TRIM AND CASING TO REMAIN AT RE-USED OPENINGS. INFILL OPENING OR PREPARE FOR NEW
- REMOVE EXISTING BATH FIXTURES, COUNTER, CASEWORK, FLOORING AND PREPARE FOR NEW
- REMOVE EXISTING REFRIGERATOR, RANGE, SINK, & COUNTERS. COORDINATE WITH OWNER TO RE-FINISH CABINETS AND RE-INSTALL WITH NEW SINK & COUNTER
- REMOVE EXISTING WATER CLOSET
- DEMO HALL FOR NEW OPENING
- DEMO/ REMOVE EXISTING SINK
- DEMO/ REMOVE EXISTING RANGE/ COOKTOP
- EXISTING INFILLED OPENING TO BE RE-MOVED FOR NEW DOOR
- DEMO/ REMOVE EXISTING WALK-IN COOLER HALLS, FLOOR, CEILING, AND ROOF. EXISTING DOOR TO REMAIN, TO BE CLOSED AND LOCKED
- DEMO/ REMOVE EXISTING STAIR TO LOWER LEVEL AND ASSOCIATED RUMBLE HALLS
- DEMO EXISTING OPENING AND PREPARE FOR NEW DOOR
- DEMO/ REMOVE EXISTING 3 CORP SINK
- DEMO/ REMOVE EXISTING HAND SINK
- DEMO/ REMOVE EXISTING SHELVING AND ASSOCIATED HARDWARE
- DEMO/ REMOVE DAMAGED EXISTING DECK AND ASSOCIATED STRUCTURE TO BE REPLACED
- PREPARE SPACE FOR NEW FINISHES AND FIXTURES
- EXISTING DOOR, TRIM AND HARDWARE TO REMAIN. HARDWARE HOWEVER NEEDS TO BE INOPERABLE AND LOCKED
- REMOVE AND SAVE EXISTING DOOR AND HINGES, TRIM CASEWORK, ETC TO REMAIN
- REMOVE ALL BUILT-INS AND WALL FINISHES
- DECOMMISSION AND REMOVE STEAM HEAT SYSTEM, FURNANCE, PIPES, ETC EXCEPT FOR RADIATORS, UNLESS NOTED TO MOVE. ALL RADIATORS MUST REMAIN IN PLACE
- DEMO CARPET AND PREP FOR NEW WOOD FLOORING TO MATCH EXISTING IN-KIND
- DEMO VINYL TILE AND PREP FOR NEW WOOD FLOORING TO MATCH EXISTING IN-KIND
- SC TO INSPECT ALL WINDOWS AND DETERMINE WHICH ONES TO BE REPLACED IN-KIND WITH HISTORIC WINDOWS

NEIGHBOR LOT

EXISTING MAIN LEVEL/ DEMO PLAN

William J. Rangitsch

970.879.0819
p.o. box 772910 345 lincoln ave ste. 200
steamboat springs, co. 80477



NATIONAL ASSOCIATION OF ARCHITECTURAL HISTORIANS

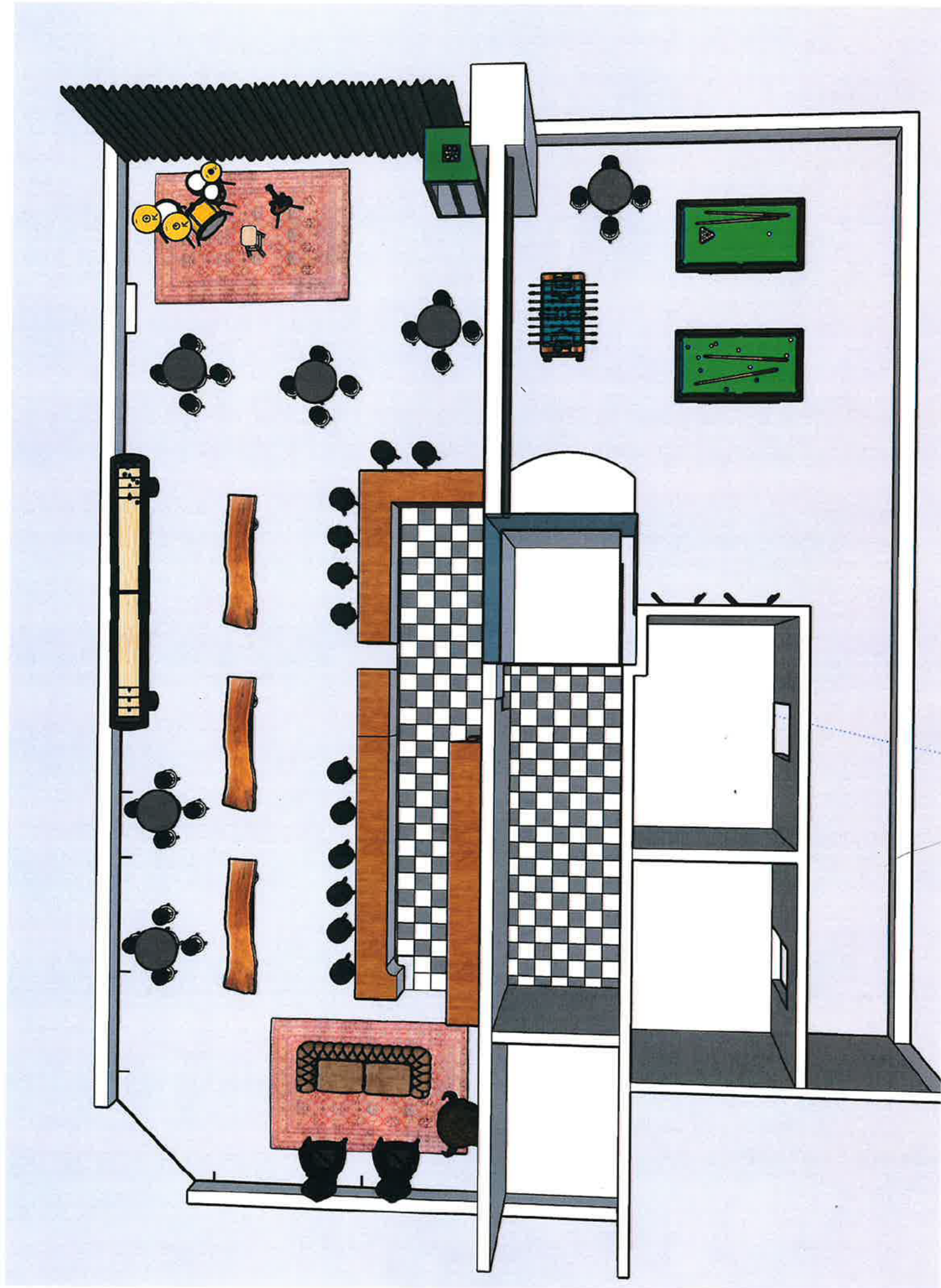
A Renovation of the
Victoria Hotel & Tavern

143 N. F Street
Salida, Colorado 81201

EX2.1

21-03

08 JUNE 23 REV - REDESIGN
06 FEB 23 REV - CORRECTIONS RESPONSE
22 SEPT 12



LEASE AGREEMENT

143 N F St Unit D

Salida, CO 81201

LANDLORD: The Vic LLC, a Colorado limited liability company

TENANT: The Victoria Tavern LLC, a Colorado limited liability company

LEASE AGREEMENT

THIS LEASE AGREEMENT also referred to as "Lease", made to be effective as of this 9th day of April, 2024, by and between The Vic LLC, a Colorado limited liability company, hereinafter referred to as "Landlord", and The Victoria Tavern LLC, a Colorado limited liability company hereinafter referred to as "Tenant"; Landlord and Tenant may be referred to collectively as the "Parties" or individually as a "Party".

WITNESSETH:

In consideration of the covenants, terms, conditions, agreement and payments as hereinafter set forth, the parties hereto covenant and agree as follows:

1. LEASED PREMISES

Subject to ongoing Tenant's compliance with the covenants, terms and conditions of this Lease, Landlord hereby leases unto Tenant the following described premises: approximately 2,731 rentable square feet commonly known as 143 N F St Unit D, Salida, CO 81201, which includes a single floor of commercial space, two bathrooms, and a historic bar (the "Leased Premises" or the "Premises"). The entire building containing the Leased Premises located at 143 N F St, Salida, Colorado 81201 shall be referred to herein as "Building". Tenant shall have the right, but not the obligation, to measure the exact square footage of the Premises and/or the Building within three (3) months following the Commencement Date.

2. TERM

Tenant shall execute this Lease for a term of sixty (60) months, commencing on May 1, 2024, unless the delivery of possession of the Premises from Landlord to Tenant is delayed because of construction or any other reason beyond the reasonable control of Landlord, in which case Landlord and Tenant will agree on and document an amended date that accounts for such delay ("Commencement Date") and unless earlier terminated or extended as herein provided for, shall end at 5:00 p.m. exactly sixty (60) months later ("Expiration Date"). Provided that Tenant is in full compliance with the terms and conditions of this Lease and there are no uncured breaches or defaults existing at such time, Tenant will have two (2) options to extend the term of the Lease for an additional sixty (60) months per option, subject to the following conditions: i) Tenant must provide written notice to Landlord no less than 180 days prior to the Expiration Date of Tenant's election to extend the Lease under this section, and ii) Landlord will then provide Tenant with the Base Rent (defined below) amount for the applicable extension period, which is subject to Section 44 below, and which will be established based on current market conditions in Landlord's commercially reasonable discretion, at which point Tenant and Landlord must agree on the Base Rent amount and Tenant shall confirm its decision to exercise the extension by providing Landlord written notice of the same no less than 120 days prior to the Expiration Date.

A. Holding Over

If after expiration of the term of the Lease, Tenant shall remain in possession of the Leased Premises and continue to pay rent without a written agreement as to such possession, then Tenant shall be deemed a month-to-month Tenant and the rental rate during such holdover tenancy shall be equivalent to 125% of the monthly rental paid for the last month of tenancy under this Lease. Under such month-to-month tenancy either Party may terminate this Lease by providing thirty (30) days written notice to the other Party. No holding over by Tenant or any acceptance of rent or other consideration by Landlord shall operate to renew or extend this Lease without the express written consent of Landlord to such renewal or extension having been first obtained.

3. SECURITY DEPOSIT

Tenant and Landlord further acknowledge the sum of one month's Base Rent and Triple Net Expenses will be deposited by Tenant to be held as security for performance of all the terms and conditions of this Lease Agreement to be performed by Tenant, including payment of all rental due under the terms hereof. Deductions may be made by Landlord from the amount so retained for the reasonable cost of repairs to the Leased Premises (ordinary wear and tear excepted), for any rental

delinquent under the terms hereof, and/or any sum used in any manner to cure any default in the performance of Tenant under the terms of this Lease. In the event deductions are so made during the rental term, upon notice by Landlord, Tenant shall re-deposit such amounts so expended so as to maintain the deposit in the amount provided for, and failure to so re-deposit shall be deemed a failure to pay rent under the terms hereto. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following the expiration of the Lease Term or vacation of the Premises by Tenant, whichever event occurs last. Nothing herein contained shall limit the liability of Tenant as to any damage to the Leased Premises, and Tenant shall be responsible for the total amount of any damage and/or loss occasioned by actions of Tenant. Landlord may deliver the funds deposited hereunder by Tenant to any purchaser of Landlord's interest in the Leased Premises in the event such interest shall be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

4. **BASE RENT**

Tenant shall pay to Landlord, at address as herein set forth, the following as rental for the Leased Premises:

A. **Rent Commencement**

Payment of Triple Net Expenses (as defined below) shall commence on the Commencement Date. Payment of Base Rent shall commence on the date of issuance of a liquor license by the appropriate authority. Tenant will pay Base Rent pursuant to the terms of this Lease in addition to those other amounts. Base Rent and Triple Net Expenses shall be prorated for the first month that such expenses are due if the Commencement Date does not occur on the first of the month.

B. **Base Rent**

For months 1-12 after the Commencement Date, the base rent shall be [REDACTED] per square foot ("Base Rent"), or [REDACTED] Dollars [REDACTED] per month for the Leased Premises. The Base Rent shall escalate annually thereafter, as set forth in the table below. Base Rent shall be payable, without any abatement, deduction, counterclaim, setoff, defense, except as otherwise expressly set forth herein, in monthly installments and shall be due in advance on the 1st day of each month, and considered late after the 5th day of each month, during the term hereof, as follows:

Year	Monthly Base Rent
Months 1-12	[REDACTED]
Months 13-24	
Months 25-36	
Months 37-48	
Months 49-60	

Rental payments (including payments for Triple Net Expenses, as defined below) are to be remitted to Landlord at [REDACTED]. Checks should be made payable to The Vic LLC. No payment by Tenant or receipt by Landlord of an amount less than the full fixed monthly Base Rent, Triple Net Expenses, or other sums required of Tenant under the Lease, will be deemed anything other than a payment on account of the earliest fixed monthly Base Rent, Triple Net Expenses, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of rent or other sum due from Tenant under the Lease, will be deemed an accord and satisfaction. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of rent or other sum due from Tenant, or to pursue any other right or remedy provided under this Lease.

5. **TRIPLE NET EXPENSES**

Upon Rent Commencement as defined herein, Tenant shall pay to Landlord, without any abatement, deduction, counterclaim, setoff, defense, except as otherwise expressly set forth herein, its

proportionate share of Triple Net Expenses. Triple Net Expenses are to be paid by Tenant on a monthly basis, in addition to the Base Rent defined herein.

Triple Net Expenses are estimated to be [REDACTED] per month for 2024, but the final amount of Triple Net Expenses will be calculated at the end of each calendar year, with reasonable supporting documentation to be provided by Landlord to Tenant to substantiate the final amount of Triple Net Expenses and Tenant's proportionate share upon written request from Tenant. Landlord also has the option to reevaluate and update estimated Triple Net Expenses on a quarterly basis throughout the calendar year if there are expected to be any significant changes to any Triple Net Expenses, and Landlord shall have the option to give written notice to Tenant regarding any expected changes and the updated estimate, in which case Tenant shall pay such updated estimate amount in all future months for the remaining calendar year until the year-end reconciliation. Following the year-end reconciliation, Tenant will pay to Landlord any net balance due, to the extent the estimated Triple Net Expenses payments did not cover Tenant's actual proportionate share, and Landlord will refund to Tenant any net balance due, to the extent the estimated Triple Net Expenses payments in fact exceeded and were more than enough to cover Tenant's actual proportionate share. Triple Net Expenses shall cover the Real Estate Taxes, Insurance and Common Area Maintenance as defined below. For purposes of Triple Net Expenses under this Lease, the Parties agree that, based on the above ground square footage of the Leased Premises as compared to the total above ground square footage of the Building, Tenant's "proportionate share" or "Pro Rata Share" shall be equal to [REDACTED].

A. Real Estate Taxes

The term "real estate taxes and assessments" as used herein shall be deemed to mean all taxes imposed upon the property and permanent improvements constituting the Building, including the Leased Premises and common areas and all assessments levied against said property and/or any portion thereof and the cost of protesting or appealing same, but shall not include personal income taxes, inheritance taxes or franchise taxes levied against Landlord, but not directly against said property, even though such taxes may or shall become a lien against said property. Tenant shall pay to Landlord each month in addition to basic monthly rent, Tenant's Pro Rata Share of 1/12th of Landlord's estimate of the Real Estate Taxes paid upon the Building for each year. Each year after Landlord receives his real estate tax bill for the Building, he shall invoice or credit (as applicable) Tenant for the difference between the monthly amount estimated and 1/12th of the actual tax bill for the preceding year, times the number of months during the calendar year that were within the lease term. Landlord will provide, on an annual basis, a copy of said Real Estate Tax bill to Tenant upon request. In the event Landlord invoices Tenant for such amount, Tenant shall pay such amount to Landlord within ten (10) days of receipt of the invoice. At such time that Landlord invoices or credits Tenant pursuant to this paragraph (the "Adjustment"), Landlord may increase or decrease the monthly estimate to be paid by Tenant each month with the goal to minimize the Adjustment necessary after receipt of the next tax bill.

Notwithstanding the foregoing or anything to the contrary herein, Tenant acknowledges and agrees that while Tenant's Pro Rata Share is based upon the size of the commercial portion of the Building, Tenant's Pro Rata Share relative to the Real Estate Taxes for which Tenant is responsible may increase due to the Chafee County Assessor's combination of the tax bill for the residential and commercial portions of the property known as 143 N F St, Salida, Colorado 81201 into one parcel for tax purposes. Specifically, Tenant acknowledges and agrees that: (i) commercial properties are taxed at a higher tax rate than residential properties; and (ii) despite combination of the tax bill for 143 N F, Tenant will be responsible for Tenant's Pro Rata Share of real estate taxes that Landlord determines in its reasonable discretion are allocable to the commercial portion of the property; and (iii) Landlord anticipates Tenant's Pro Rata Share to be [REDACTED] of the commercial property real estate taxes assessed. By way of example, if the tax bill is [REDACTED] and Landlord determines [REDACTED] of such bill is allocable to the residential portion of the property and [REDACTED] is allocable to the commercial portion of the property, Tenant shall be responsible for Tenant's Pro Rata Share of [REDACTED] of the [REDACTED]. Tenant shall pay any such amounts in accordance with the terms and conditions of this Section.

B. Property Insurance

Landlord shall carry insurance for the Leased Premises to cover such risks and in such amounts as shall be determined appropriate by Landlord in Landlord's discretion. Tenant shall reimburse Landlord for Tenant's Pro Rata Share of all costs related to such insurance. Landlord must make Tenant an additional insured on any such policy and provide proof of insurance and of Tenant's additional insured status by furnishing a certificate or proof of endorsement with policy coverage dates and amounts.

C. Common Area Maintenance

Tenant shall be responsible for Tenant's Pro Rata Share of the total costs of common area maintenance ("CAM"). "CAM" shall mean any and all costs, expenses and obligations incurred by Landlord in connection with the operation, ownership, management, repair and replacement, if necessary, of the Building and the Leased Premises or any portion thereof, including, without limitation, the following: the maintenance, repair and replacement, if necessary, of any items which Landlord elects to or is required to maintain, repair or replace under this Lease; the paving, restriping or other maintenance of any parking areas, sidewalks, access ramps and passageways; common utilities and exterior lighting; landscaping; snow removal; fire protection; exterior painting and interior painting of the common areas of the Building; property management fees; additions, alterations or replacements made by Landlord to the Building in order to comply with legal requirements (other than those expressly required herein to be made by Tenant) or that are appropriate to the continued operation of the Building in the market area, excluding all capital expenses as defined by GAAP (generally accepted accounting principles). These costs are estimated on an annual basis and shall be payable monthly along with the rent as part of the Triple Net Expenses and adjusted upwards or downwards depending on the actual costs for the preceding twelve (12) months. Tenant shall make said monthly payments to Landlord, in addition to the base monthly rent due under the terms hereof, commencing with the first month of the lease term.

6. TAXES - PERSONAL PROPERTY - RESPONSIBILITY

Tenant shall be responsible and pay for any and all taxes and/or assessments levied and/or assessed against any furniture, fixtures, equipment and items of a similar nature installed and/or located in or about the Leased Premises by Tenant.

7. INSURANCE - RESPONSIBILITY OF TENANT

Tenant shall procure, pay for and maintain comprehensive public liability insurance providing coverage from any loss or damage occasioned by an accident or casualty, about or adjacent to the Leased Premises. Said policy shall be written on an "occurrence basis" with limits of not less than \$100,000.00 property damage coverage and \$1,000,000.00 liability coverage. In addition thereto, Tenant shall, at all times, procure, pay for and maintain fire legal liability insurance coverage on the Leased Premises as well as alcohol service "dram shop" liability coverage, in each case in commercially reasonable amounts and in forms reasonably acceptable to Landlord. Tenant shall provide certificate(s) of such insurance to Landlord upon commencement of the Lease term and at any annual renewal date thereof. Such certificate(s) shall name Landlord as an additional insured, in addition to the other requirements set forth herein. The limits of such insurance shall not, under any circumstances, limit the liability of Tenant hereunder. Coverage shall not be changed, modified, reduced or canceled without (30) days prior written notice thereof being given to Landlord.

8. SUBROGATION

Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby mutually waive and release their respective rights of recovery against one another and their officers, agents and employees for any damage to real or personal property, including resulting loss of use, interruption of business, and other expenses occurring as a result of the use or occupancy of the Premises to the extent that the loss or damage is either covered by the injured party's insurance or is required to be covered by the injured party's insurance pursuant to this Lease. Landlord and Tenant agree that all policies of insurance obtained by them pursuant to the terms of this Lease shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the other, and, unless the policies permit waiver of subrogation, without notice to the insurer, each shall

notify its insurance companies of the existence of the waiver and indemnity provisions set forth in this Lease.

9. **COMMON AREAS**

All Common Areas (as defined below) shall at all times be subject to the exclusive control and management of Landlord, notwithstanding that Tenant will have a non-exclusive right to the use thereof subject to the terms and conditions of this Lease. Landlord shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to the use of said facilities and areas. The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "Common Areas"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of Premises, subject to any rules and restrictions regarding the use thereof set forth on Exhibit A. Subject to Tenant's ongoing compliance with the other terms and conditions of this Lease, this license to use the Common Areas shall be effective for the Term of the Lease. Tenant shall use the Common Areas only for the purposes expressly contemplated by this Lease and not use Common Areas for any type of storage or for any other purpose without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas by Tenant and parties associated with Tenant shall be at the sole risk of Tenant, and Landlord is not liable for any damages or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its reasonable discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all or any portion of the Common Areas for any commercially reasonable purpose; and to do and perform any and all such other acts in and to said Common Areas and facilities as the Landlord shall determine in its reasonable discretion. Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made that are beyond Landlord's reasonable control, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

10. **PARKING**

Tenant acknowledges and agrees that Tenant has not been guaranteed any minimum number of parking spaces under this Lease, and Tenant is not relying on any representations express or implied with respect to parking. The Parties further agree that Landlord has no liability for any property damage, theft or injury of any kind in connection with the parking areas surrounding the Leased Premises except for any reckless or grossly negligent conduct of Landlord or Landlord's members, managers, employees, and agents, and Tenant assumes all risks associated with property damage, theft, or injury of any kind in connection with all parking areas, on behalf of Tenant and Tenant's members, managers, employees, agents, contractors, guests and invitees.

11. **UTILITIES**

A. Gas Service:

Tenant shall be responsible for contacting the appropriate service provider for natural gas service for the Premises and setting up an account for service in the Tenant's name. Tenant shall be responsible for and promptly pay all charges for said service. In no event shall Landlord be liable for any interruption or failure in the supply of any such gas service to the Leased Premises.

B. Electrical Service:

Tenant shall be responsible for contacting the appropriate service provider for electrical service for the Premises and setting up an account for service in the Tenant's name. Tenant shall be responsible for and promptly pay all charges for said service. In no event shall Landlord be liable for any interruption or failure in the supply of any such electrical service to the Leased Premises.

C. Waste Removal:

Trash and trash dumpster is solely the responsibility of the Tenant. In no event shall Landlord be liable for any interruption or failure in the waste removal service to the Leased Premises. Tenant acknowledges and agrees that Landlord may allow for the tenant Unit B of the Building, which consists of a retail storefront, to reasonably use and have access to the waste removal

D. Water & Sewer:

Landlord will provide Water and Sewer service to the Leased Premises, which Tenant shall be responsible for paying as part of its Pro Rata Share of CAM as long as water and sewer usage does not substantially increase above levels at time of Lease Commencement. Proportional adjustments will be made if another tenant in building substantially increases water & sewer usage such that the volume usage of such services exceeds 150% of current levels as a result of such other tenant's operations.

E. Phone/Internet Service:

Tenant shall be responsible for setting up an account for phone and/or internet service in the Tenant's name. Tenant shall be responsible for and promptly pay all charges for said service. In no event shall Landlord be liable for any interruption or failure in the supply of any such electrical service to the Leased Premises. Landlord makes no representations or warranties as to the availability of these services to the Premises, and makes no representations or warranties as to the availability of appropriate wiring throughout the Premises.

Should Landlord elect to supply all or any of the gas or electric services to be used or consumed on the Leased Premises, Tenant shall pay, within ten (10) days from the presentation of the statement for such utility service to the Leased Premises, or Tenant's shall pay the pro rata share of said statement if it includes utility service to an area greater than the Leased Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the Leased Premises. Said proration of utilities shall be reviewed by Landlord and Tenant at the end of the first year of occupancy, at which time Landlord shall determine if the present percentage of said total utilities is equitable in relation to the use of total services by all the Tenants and will be adjusted by Landlord if necessary.

12. **MAINTENANCE RESPONSIBILITY OF TENANT**

Except for Landlord's Repair Obligations set forth in Section 13 below, Tenant shall be solely responsible for the prompt performance of and for the cost of all maintenance and repairs to the Premises that are necessary or desirable to maintain the Premises in reasonably good condition throughout the term of the Lease, ordinary wear and tear excepted. Without limiting the generality of the foregoing, during the term of this Lease and any options exercised thereafter, Tenant agrees to keep and maintain the interior of the Leased Premises in good condition and repair at Tenant's cost and expense. Tenant also agrees to maintain, repair or replace all major mechanical, electrical and plumbing systems servicing the Premises, including HVAC systems. Maintenance and service of the HVAC systems shall be conducted by a maintenance and service contractor obtained by Tenant on a semi-annual basis. Tenant further agrees at the end of the term to return the Leased Premises to Landlord in substantially as good condition as when received, except for usual and ordinary wear and tear. Tenant further agrees to be responsible for any repairs and/or maintenance required for any part of the improvements of which the Leased Premises are a part where such repair and/or maintenance is necessitated by actions or inactions of Tenant and/or activities conducted by Tenant on the Leased Premises.

13. **MAINTENANCE RESPONSIBILITY OF LANDLORD**

Except as herein otherwise provided for, Landlord shall keep and maintain the roof and structure of the building in good repair and condition, except to the extent any repair, maintenance or replacement

of the roof is necessary because of the reckless or grossly negligent conduct of Tenant or any of Tenant's members, managers, employees, agents, contractors, guests and invitees, in which case Tenant shall be solely responsible for the cost of such repair, maintenance or replacement (provided that the cost of any such replacement that is required to be capitalized for federal income tax purposes shall be amortized on a straight line basis over a period equal to the lesser of the useful life thereof for federal income tax purposes or 10 years).

14. **ALTERATION - CHANGES AND ADDITIONS - RESPONSIBILITY**

Tenant shall not make any alterations to the structural portions or the historic interior portions, such as the tin ceiling, historic bar and stained glass, interior brick walls and wood flooring, of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Tenant will not use or penetrate the roof or any portion of the exterior of the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Subject to Landlord's prior written approval, Tenant may, during the term of this Lease, at Tenant's expense, erect inside partitions, add to the existing electric power service, add telephone outlets, add light fixtures or make such other changes or alterations as Tenant may desire. At the end of this Lease, all such fixtures, equipment, additions and/or alterations which were added after Lease Commencement (except trade fixtures installed by Tenant) shall be and remain the property of Landlord; provided, however, Landlord shall have the option to require Tenant to remove any or all such fixtures, equipment, additions and/or alterations and restore the Leased Premises to the condition existing immediately prior to such change and/or installation, normal wear and tear excepted, all at Tenant's cost and expense. All such work shall be done in a good and workmanlike manner, shall consist of new materials unless agreed to otherwise by Landlord, shall be done by licensed professionals and shall comply with all city, county, state, and federal regulations. Any and all repairs, changes and/or modifications thereto shall be the responsibility and at the cost of Tenant. Landlord may also require adequate security from Tenant assuring no mechanic's liens on account of work done on the Premises by Tenant. Landlord may also require adequate security to assure Landlord that the Premises will be restored to their original condition upon the Expiration Date of the Lease. Tenant will not permit any mechanic's lien or other lien to be filed against the Property, the Building, or any portion thereof by reason of any Tenant's work or other alterations performed by or for, or material furnished to, Tenant. If any such lien is filed at any time, Tenant will cause the same to be released, including by recording an appropriate release by way of issuance of appropriate bond, within 10 days after the date of filing the same. If Tenant fails to release any such lien within such period, then, in addition to any other right or remedy of Landlord, after 5 days prior written notice to Tenant, Landlord may, but will not be obligated to, discharge the same by paying to the claimant the amount claimed or otherwise through applicable law. Any amount paid by Landlord, or the value of any deposit or bond made by Landlord to release such lien, together with all costs, fees and expenses in connection therewith (including reasonable attorney's fees of Landlord), will be repaid by Tenant to Landlord on demand by Landlord.

15. **SIGNAGE**

Landlord must approve in advance and in writing any sign to be placed in or on the Leased Premises, regardless of size or value and/or any addition, change or alteration to the exterior of the Leased Premises; provided, however, that Landlord's consent to approve such signage will not be unreasonably withheld or delayed. All signage to be installed on or about the Leased Premises shall be in conformance with any and all existing sign codes and regulations of the City of Salida.

16. **CONDITION OF PREMISES**

Except for Landlord's qualified and limited representations and warranties in Section 13, and except for the Landlord's Work set forth on Exhibit B, Tenant agrees to accept the Leased Premises in "as is" condition. Any additional changes desired by Tenant shall be done at the sole expense of the Tenant. The Parties agree that for purposes of this Lease, "as is" means that Tenant leases the Premises AS IS and WITH ALL FAULTS, and that, except as expressly set forth in this Lease, (i) neither Landlord nor Landlord's agents or employees has agreed to undertake any alterations or construct any improvements to the Premises, (ii) nor has Landlord or its agent or employees made any representation or warranty, express or implied, as to the condition of the Premises, the applicability of any governmental requirements pertaining to the Premises, or the fitness or suitability

of the Premises for the conduct of Tenant's business or for any other purposes. Tenant has made all inquiries and investigations Tenant deems necessary, desirable or appropriate with respect to the Premises prior to entering into this Lease and Tenant is leasing the Premises based on Tenant's own inspection and examination and familiarity with the Premises. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE PREMISES, INCLUDING WITHOUT LIMITATION THOSE OF CONDITION, TENANTABILITY, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND COMPLIANCE WITH ANY APPLICABLE LAWS, CODES, REGULATIONS, OR REQUIREMENTS.

17. **USE OF PREMISES**

Tenant shall use the Leased Premises for a bar or café, and for no other purpose whatsoever except with the written consent of the Landlord. Landlord agrees to not lease any other space within the Building to any third party operating any other bar, or restaurant. Tenant will establish and maintain commercially reasonable hours of operation throughout the Term. Tenant will be open for business during its regular hours of operation except in the case of a Force Majeure event as set forth in Section 50(B) below

18. **USE OF PREMISES AND CARE OF GROUNDS - TENANT**

Tenant shall be responsible, at Tenant's sole cost and expense, for obtaining and maintaining in good standing all necessary licenses, permits, or other approvals, including without limitation all necessary and appropriate licenses for Tenant's commercial service of alcoholic beverages, for Tenant to conduct all of Tenant's business at the Premises in accordance with applicable law. Tenant, at Tenant's sole cost and expense, shall comply with and shall cause all of Tenant's contractors, agents, employees and invitees to comply with all applicable laws, ordinances, rules and regulations to the same extent Tenant is required to under this Lease. Tenant shall conform to all present and future laws and ordinances of any governmental authority having jurisdiction over the Leased Premises. Tenant shall not allow an accumulation of trash or debris on the Leased Premises or within any portion of the improvements of which the Leased Premises are a part. All receiving of goods and merchandise and all removal of garbage shall be made only by way of the rear and/or other service door provided therefor. In the event the Leased Premises shall have no such door, then these matters shall be handled in a manner satisfactory to Landlord. No storage of any material outside of the Leased Premises shall be allowed unless first approved by Landlord in writing, and then in only such areas as are designated by Landlord. Tenant shall not commit or suffer any waste on the Leased Premises nor shall Tenant permit any nuisance to be maintained on the Leased Premises or permit any disorderly conduct, common noise or other activity having a tendency to annoy or disturb any occupants of any part of the improvements of which the Leased Premises are a part and/or any adjoining property. Tenant will not use or occupy, or permit any portion of the Premises to be used or occupied, (1) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, or (2) in any manner or for any business or purpose that creates substantial risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Premises or its contents. Tenant will, at its expense, comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to Tenant's use or occupancy of the Premises.

19. **RULES AND REGULATIONS**

Landlord reserves the right to adopt and promulgate rules and regulations applicable to the Leased Premises and the land and improvements of which the Leased Premises are a part and from time to time to amend or supplement said rules and regulations. Notice of such rules and regulations and amendments and supplements thereto shall be given to Tenant, and Tenant agrees to comply with and observe such rules and regulations and amendments and supplements thereto, provided, however the same apply uniformly to all tenants of the improvements of which the Leased Premises are a part. A copy of Landlord's rules and regulations currently in effect has been attached hereto as Exhibit A.

20. **LIABILITY FOR OVERLOAD - TENANT**

Tenant shall be liable for the cost of any damage to the Leased Premises, the improvements of which the Leased Premises are a part or the sidewalks and pavements adjoining the same which will result from movement of heavy articles. Tenant shall not unduly load or overload the floors or any part on any part of the Leased Premises.

21. **GLASS AND DOOR RESPONSIBILITY - TENANT**

All glass and doors on the Leased Premises shall be the responsibility of the Tenant. Any replacement or repair shall be promptly completed at the expense of the Tenant.

22. **REGULATIONS ON USE**

It shall be Tenant's sole and exclusive responsibility to meet all requirements and laws of any governmental body having jurisdiction over the Leased Premises as such regulations affect tenant's operations, all at Tenant's sole cost and expense. Tenant further agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction thereof.

23. **DAMAGE TO LEASED PREMISES**

In the event the Leased Premises and/or the improvements of which the Leased Premises are a part shall be totally destroyed by fire or other casualty or so badly damaged that, in the opinion of Landlord, it is not feasible to repair or rebuild same, Landlord shall have the right to terminate this Lease upon written notice to Tenant. If the Leased Premises shall be partially damaged by fire or other casualty, except if caused by Tenant's negligence, and said Leased Premises are not rendered untenable thereby, as determined by Landlord, an appropriate reduction of the rent shall be allowed for the unoccupied portion of the Leased Premises until repair thereof shall be substantially completed. If the Leased Premises are rendered untenable thereby, except if caused by Tenant's negligence, Tenant may, at its election, terminate this Lease as of the date of the damage. If Tenant elects not to terminate the Lease, the rent shall abate in proportion to the loss of use of the Leased Premises by Tenant during such untenability.

24. **INSPECTION OF AND RIGHT OF ENTRY TO LEASED PREMISES, SALE OF LEASED PREMISES**

Landlord shall be allowed access to the area to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all materials into and upon said Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. During the six months prior to the expiration of the term of this Lease or any renewal thereof, Landlord may place upon the Leased Premises the usual notice indicating the Leased Premises is for lease and/or sale. Landlord reserves the right to sell, assign, transfer, mortgage or otherwise encumber the Leased Premises at any time during the term of this Lease, without prior consent of the Tenant. Upon any sale or transfer, including any transfer by operation of law, of the Leased Premises, Landlord shall be relieved from all subsequent obligations under this Lease, provided that the buyer or transferee shall assume such obligations in writing.

25. **DEFAULT - REMEDIES OF LANDLORD**

If Tenant shall default in the payment of Base Rent, Triple Net Expenses, or in the keeping of any other monetary obligations under this Lease to be kept and/or performed by Tenant and if such default isn't cured within ten (10) business days after written notice of default from Landlord, or if Tenant shall default for a period not to exceed thirty (30) days, unless default cannot be reasonably cured within thirty (30) days, after written notice from Landlord for any non-monetary defaults by Tenant, Tenant shall be deemed in material breach of this Lease entitling Landlord to exercise the following rights and remedies. Landlord may upon notice, re-enter the Leased Premises, remove all personal property therefrom, without being liable to indictment, prosecution for damage therefore, or for forcible entry and detainer and repossess and enjoy the Leased Premises, together with all additions thereto or alterations and improvements thereof. Landlord may, at its option, at any time and from time to time thereafter,

relet the Leased Premises or any part thereof for the account of Tenant or otherwise, and receive and collect the rents therefore and apply the same first to the payment of such expenses as Landlord may have incurred in recovering possession and for putting the same in good order and condition for rerental, and expense, commissions and charges paid by Landlord in reletting the Leased Premises. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In lieu of reletting such Leased Premises, Landlord may occupy the same or cause the same to be occupied by others. Whether or not the Leased Premises or any part thereof be relet, Tenant shall pay the Landlord the rent, and all other charges required to be paid by Tenant up to the time of expiration of this Lease or such recovered possession, as the case may be, and thereafter, Tenant, if required by Landlord, shall pay to Landlord until the end of the term of this Lease, the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net amount received by Landlord for such reletting, if any. In the event of any default by Tenant, and regardless of whether the premises shall be relet or possessed by Landlord, fixtures, additions, furniture, and the like then on the premises may be retained by Landlord. In the event Tenant is in default under the terms hereof and, by the sole determination of Landlord, has abandoned the Leased Premises, Landlord shall have the right to remove all the Tenant's property from the Leased Premises and dispose of said property in such a manner as determined best by Landlord, all at the cost and expense of Tenant and without liability of Landlord for the actions so taken. In the event an assignment of Tenant's business or property shall be made for the benefit of creditors, or, if the Tenant's leasehold interest under the terms of this Agreement shall be levied upon by execution or seized by virtue of any writ of any court of law, or, if application be made for the appointment of a receiver for the business or property of Tenant, or, if a petition in bankruptcy shall be filed by or against Tenant, then and in any such case, at Landlord's option, with or without notice, landlord may terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of the obligations of Tenant hereunder. In addition to remedy granted to Landlord by the terms hereof, Landlord shall have available any and all rights and remedies available under the Statutes of the State of Colorado. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by Statute. Further, all powers and remedies given by this Lease to Landlord shall be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be considered to be a waiver of any such default or acquiescence thereof. The acceptance of rental by Landlord shall not be deemed to be a waiver of any breach of any covenants herein contained or of any of the rights of Landlord to any remedies herein given.

26. LEGAL PROCEEDINGS - RESPONSIBILITIES

In the event of proceeding at law or in equity by either party hereto, then the non-prevailing party in such proceeding shall pay all reasonable costs and expenses, including all reasonable attorney's fees incurred by the prevailing party in pursuing such remedy.

27. HOLD HARMLESS

Tenant will indemnify and hold Landlord, and Landlord's members, managers, employees, agents, and insurers, harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands arising from the negligent conduct of Tenant on the Leased Premises or common areas and/or on account of any negligent operation or action by Tenant and/or from and against all claims caused by a breach or default on the part of Tenant or any act of negligence of Tenant, its agents, contractors, servants, employees, licensees, or invitees; or any accident, injury or death of any person or damage to any property in or about the Leased Premises or common areas.

Landlord will indemnify and hold Tenant, and Tenant's members, managers, employees, agents, and insurers harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands arising from the negligent conduct of Landlord on the Leased Premises or common areas and/or on account of any negligent operation or action by Landlord and/or from and against all claims caused by a breach or default on the part of Landlord or any act of negligence of Landlord, its agents, contractors, servants, employees, licensees, or invitees.

28. **ASSIGNMENT OR SUBLETTING**

Tenant may not assign, voluntarily or by operation of law, the Lease, or sublet the Leased Premises or any portion thereof, or allow any third party to use or occupy the Leased Premises, without the consent of the Landlord; such consent shall not be unreasonably withheld, provided, however, no such assignment or subletting shall relieve Tenant of any of its obligations hereunder, and performance of the covenants herein by subtenants shall be considered as performance pro tanto by the Tenant. If the rental rate agreed upon between Tenant and its Sublessee or Assignee is greater than the rental rate that Tenant must pay Landlord, then such excess rental shall be deemed additional rent owed by Tenant to Landlord and shall be minimum rent as described herein. The acceptance of rent by Landlord from any person other than Tenant will not be deemed (1) a waiver by Landlord of any provision of this paragraph, (2) the acceptance of such person as tenant, or (3) a release of Tenant from the payment and performance of its obligations under this Lease.

29. **QUIET ENJOYMENT**

Landlord warrants that it and no other person or entity has the right to lease the Leased Premises hereby demised, and that so long as Tenant is not in default hereunder Tenant shall have peaceful and quiet use and possession of the Premises, subject to any matters of record or other agreements to which this Lease is or may hereafter be subordinated.

30. **GOVERNMENTAL ACQUISITION OF PROPERTY**

The parties agree that Landlord shall have complete freedom of negotiation and settlement of all matters pertaining to the acquisition of the property by any governmental body, it being understood and agreed that any financial settlement respecting land to be taken whether resulting from negotiation and agreement or condemnation proceedings, shall be the exclusive property of Landlord, there being no sharing whatsoever between Landlord and Tenant of any sum received in settlement. In the event of any such governmental taking, Landlord shall have the right to terminate this Lease on the date possession is delivered to the governmental body. Such taking of the property by a governmental body shall not be a breach of this Lease by Landlord nor give rise to any claims by Tenant for damages or compensation from Landlord.

31. **CHANGES AND ADDITIONS TO IMPROVEMENTS**

Landlord reserves the right, subject to consent by Tenant, which consent may not be unreasonably withheld, at any time to make alterations or additions to the improvements of which the Leased Premises are a part and/or to build additions or other structures adjoining said improvements. Landlord also reserves the right to construct other buildings and/or improvements in the immediate area of the improvements in which the Leased Premises are located and to make alterations or additions thereto, all as Landlord shall determine. Easements for light and air are not included in the leasing of the Leased Premises to Tenant. Landlord further reserves the exclusive right to the roof of the improvements of which the Leased Premises are a part except as provided for in this Lease Agreement. Landlord also reserves the right at any time to relocate, vary and adjust the size of any of the improvements, parking areas or other common areas relating to the land and/or improvements of which the Leased Premises are a part, provided however, that all such changes shall be in compliance with the minimum requirements of governmental authorities having jurisdiction over the property.

32. **ESTOPPEL CERTIFICATE**

Not more than five (5) business days after receipt of written request, the Tenant shall furnish to Landlord or any prospective purchaser or lender, a certificate, duly acknowledged, certifying, to the extent true: (a) that this Lease is in full force and effect; (b) that the Tenant knows of no default hereunder on the part of Landlord, or if it has reason to believe that such a default exists, the nature thereof in reasonable detail; (c) the amount of the rent being paid and the last date to which rent or any other charges have been paid; (d) that this Lease has not been modified, or if it has been modified, the terms and dates of such modifications; (e) that the term of this Lease has been commenced; (f) that the Tenant has accepted and occupied the Leased Premises; (g) the commencement and expiration dates; (h) whether any and all work to be performed by Landlord has been completed; (i) whether any renewal term option has been exercised if applicable; (j) whether there exist any offsets, claims or

deductions from, or defenses to, the payment of rent; (k) that the Tenant is not aware of any prior assignments of this Lease by Landlord; (l) such other matters as may be reasonably requested by Landlord, or such prospective purchaser or lender. Any certificate may be relied upon by any prospective purchaser of the Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Premises. If Landlord submits a completed certificate to Tenant, and Tenant fails to object to its contents within thirty (30) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver on Tenant's behalf any completed certificate to which Tenant does not object within thirty (30) days after its receipt.

33. **SUBORDINATION**

Tenant agrees that this Lease shall be subordinate to any mortgages, deeds of trust or ground leases that may now exist or which may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. This provision is intended to be self-effectuating and no separate instrument of subordination is required in order to rely on this subordination. However, Tenant shall execute and deliver whatever instruments may be required for the above purposes, and failing to do so within ten (10) days after demand in writing, does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do. Tenant shall in the event of the sale or assignment of Landlord's interest in the Building of which the Leased Premises form a part, or in the event of any proceedings brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

34. **INTEREST ON PAST DUE OBLIGATIONS**

Any amount due to Landlord not paid when due shall bear interest at one and one-half percent (1.5%) per month from the due date until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

35. **LATE CHARGE**

The Landlord shall have the right to collect from Tenant, in addition to any past due interest amounts due hereunder, a monthly collection charge for any payment due to Landlord hereunder which is delinquent five days or longer, said charge being \$ [REDACTED] or three (3) percent of said payment, whichever sum shall be greater.

36. **MEMORANDUM OF LEASE - RECORDING**

The parties hereto agree this Lease shall not be recorded in the office of the Clerk and Recorder of the county in which the Leased Premises are located.

37. **NOTICE PROCEDURE**

All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing and such that are to be given to Tenant shall be deemed to have been properly given if served on Tenant or an employee of Tenant or sent to Tenant by United States certified mail, return receipt requested, properly sealed, stamped, and addressed to Tenant as follows:

The Victoria Tavern LLC
143 N F St Unit D, Salida CO 81201

With a copy to:
Thomas Wagner
Anderson Law Group
7385 W Hwy 50, Salida, CO 81201

All such notices to be given to Landlord shall be deemed to have been properly given if personally served on Landlord or if sent to Landlord, United States registered mail, return receipt requested, properly sealed, stamped, and addressed to Landlord as follows:

The Vic LLC
[REDACTED]

Any notice given by mailing shall be effective as of the date of mailing as shown by the receipt given therefore.

38. **CONTROLLING LAW**

The Lease, and all terms hereunder shall be construed consistent with the laws of the State of Colorado. Any dispute resulting in litigation hereunder shall be resolved in court proceedings instituted in Chaffee County and in no other jurisdiction.

39. **BINDING UPON SUCCESSORS**

The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective successors. This Lease shall be signed by the parties in duplicate, each of which shall be a complete and effective original Lease.

40. **PARTIAL INVALIDITY**

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

41. **NOTICE**

All parties acknowledge that they have not relied upon any statement or representations made by the real estate agents concerning the legal consequences of this transaction. The agents have recommended that Landlord and Tenant obtain legal advice from their respective attorneys and all parties hereby agree not to hold its agents responsible or liable as to the legal consequences of this transaction.

42. **PHONES AND COMPUTERS**

Tenant is responsible for installing, repairing and maintaining all phone and computer wiring in the Leased Premises and for all wiring run from the Leased Premises to Tenant's main phone panel or terminal equipment if located outside the Leased Premises. Landlord owns all wiring, whether installed by Tenant or not, between the Tenant's individual jacks and the main phone panel or terminal equipment; and Tenant agrees to leave all phone and computer wiring and jacks in place upon vacating the Leased Premises. Landlord shall not be liable for any interruption in Tenant's phone service. Landlord makes no representations or warranty that the building's wiring is sufficient to meet the Tenant's particular telecommunications or computer requirements. Tenant agrees not to take any action that would damage the public phone network.

43. **HAZARDOUS MATERIALS AND ENVIRONMENTAL CONSIDERATIONS**

- A. Tenant covenants and agrees that Tenant and its agents, employees, contractors and invitees shall comply with all Hazardous Materials Laws (as hereinafter defined). Without limited the foregoing, Tenant covenants and agrees that it will not use, generate, store or dispose of, nor permit the use, generation, storage or disposal of Hazardous Materials (as hereinafter defined) on, under or about the Leased Premises, or will it transport or permit the transportation of Hazardous Materials to or from the Leased Premises, except in full compliance with any applicable Hazardous Materials Laws. Any Hazardous Materials located on the Leased Premises shall be handled in an appropriately controlled environment which shall include the use of such equipment (at Tenant's expense) as is necessary to meet or exceed standards imposed by any Hazardous Materials Laws and in such a way as not to interfere with any other Tenant's use of its premises. Upon breach of any covenant contained herein, Tenant shall, at Tenant's sole expense, cure such breach by taking all action prescribed by any applicable Hazardous Materials Laws or by any governmental authority with jurisdiction over such matters.

- B. Tenant shall inform Landlord any time of (i) any Hazardous Materials it intends to use, generate, handle, store or dispose of, on or about or transport from, the Leased Premises and (ii) of Tenant's discovery of any event or condition which constitutes a violation of any applicable Hazardous Materials Loss. Tenant shall provide to Landlord copies of all communications to or from any governmental authority or any other party relating to Hazardous Materials affecting the Leased Premises.
- C. Tenant shall indemnify and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses (including, without limitation, diminution on value of the Leased Premises, damages for loss or restriction on use of all or part of the Leased Premises, sums paid in settlement of claims, investigation of site conditions, or any cleanup, removal or restoration work required by any federal, state or local governmental agency, attorney's fees, consultant fees and expert fees) which arise as a result of or in connection with any breach of the foregoing covenants or any other violation contained herein shall also accrue to the benefit of the employees, agents, officers, directors and/or partners of Landlord.
- D. Upon Expiration of this Lease and/or vacation of the Leased Premises, Tenant shall properly remove all Hazardous Materials. Landlord shall grant to Tenant and its agents or contractors such access to the Leased Premises as is necessary to accomplish such removal. Landlord may require Tenant, at Tenant's expense, to complete an environmental audit by a duly qualified firm to ensure that the Leased Premises are free from Hazardous Materials and in compliance with all applicable regulations.
- E. "Hazardous Materials" shall mean (a) any chemical, material, substance or pollutant which poses a hazard to the Leased Premises or to persons on or about the Leased Premises or would cause a violation of or is regulated by any Hazardous Materials Laws, and (b) any chemical, material or substance defined as or included in the definitions of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "regulated substances", or words of similar import under any applicable federal, state or local law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, as amended 49 U.S.C. Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq.; the Solid Waste Disposal Act, 42 U.S.C. Section 6991 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; and Sections 15-15-101, et seq.; 25-16-101, et seq.; 25-7-101, et seq.; and 25-8-101 et seq.; of the Colorado Revised Statutes. "Hazardous Materials Laws" shall mean any federal, state or local laws, ordinances, rules, regulations, or policies (including, but not limited to, those laws specified above) relating to the environmental, health and safety or the use, handling, transportation, production, disposal, discharge or storage of Hazardous Materials, or to industrial hygiene or the environmental conditions on, under or about the Leased Premises. Said term shall be deemed to include all such laws as are now in effect or as hereafter amended and all other such laws as may hereafter be enacted or adopted during the term of this Lease.

44. **OPTION TO EXTEND**

Upon full and complete performance of all the terms, covenants, and conditions herein contained by Tenant and payment of all rental due under the terms hereof, and Tenant is not in default, Tenant shall be given the option to extend this Lease for two (2) additional term of Five (5) years each. In the event Tenant desires to exercise said option, Tenant shall give written notice of such fact to Landlord not less than one-hundred eighty (180) days prior to the expiration of the then current term of this Lease. In the event of such exercise, this Lease Agreement shall be deemed to be extended for the applicable additional period; provided, however, the Base Rent amount shall be increased by no more than 4% from the prior month's basic monthly rent for the following twelve (12) month period and shall increase by not more than 4% for each successive twelve (12) month period. The chart set forth below identifies the Base Rent amount for each of the extension options, if applicable:

First five (5) year extension option Base Rent amount monthly schedule:

Year	Monthly Base Rent
Months 1-12	
Months 13-24	
Months 25-36	
Months 37-48	
Months 49-60	

Second five (5) year extension option Base Rent amount monthly schedule:

Year	Monthly Base Rent
Months 1-12	
Months 13-24	
Months 25-36	
Months 37-48	
Months 49-60	

Payment of Triple Net Expenses shall continue in accordance with this Lease for duration of any extension option term. Landlord shall further have the right to make any further adjustments and/or assessments of charges against Tenant as provided for in the Lease. In the event of exercise of said option, any funds retained by Landlord as provided for in the Lease shall be continued to be so held subject to the same terms and conditions.

45. **LANDLORD NOT A PARTNER WITH TENANT**

Nothing contained in this Lease shall be deemed, held or construed as creating Landlord as a partner, agent, associate of or in joint venture with Tenant in the conduct of Tenant's business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of Landlord and Tenant.

46. **MODIFICATION OR EXTENSIONS**

No modification or extension of this Lease shall be binding unless in writing, signed by the parties hereto and endorsed hereon or attached hereto.

47. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary contained in this Lease, (a) the Tenant agrees and understands that the Tenant shall look solely to the estate and property of the Landlord in the Property of which the Premises are a part for the enforcement of any judgment (or other judicial decree) requiring the payment of money by the Landlord to the Tenant by reason of any default or breach by the Landlord in the performance of its obligations under this Lease, and (b) no other assets of the Landlord any of the Landlord's present and future partners, members, managers, officers, directors, shareholders, agents and employees, or of any of their respective successors and assigns, shall be subject to levy, execution, attachment, or any other legal process for the enforcement or satisfaction of the remedies pursued by the Tenant in the event of such default or breach.

48. **PERSONAL GUARANTY OF LEASE.**

Tenant and the undersigned Guarantors agree that as a material part of the consideration under this Lease Amendment, and as a condition to Landlord entering into the arrangement contemplated hereby, the undersigned individuals guaranteeing the Lease (the "Guarantors") hereby absolutely guarantee, jointly and severally, all of Tenant's obligations and performance under the Lease and such

Guarantors shall sign the Personal Guaranty attached hereto as Exhibit C (the "Personal Guaranty"). Guarantors further agree to be bound by the same covenants and conditions of the Lease. If Tenant defaults in the performance of its obligations under the Lease, Guarantors will fully perform said obligations and are liable for any defaults or breaches of the Lease by Tenant. The Tenant shall ensure that the Guarantors identified will guarantee the faithful payment of rent and performance by the Tenant of all of the Tenant's obligations under the Lease.

49. **SECURITY INTEREST**

To secure the payment of all Rent and other payments due hereunder, as well as the faithful performance of this Lease by Tenant, Tenant hereby grants to Landlord an express first and prior lien and security interest (subject, however, to the lien of any purchase money lender of Tenant on the property of Tenant placed in the Premises) on all property (including furniture, fixtures, equipment, inventory, chattels and merchandise and all accessories thereto and all proceeds thereof) which may be placed in the Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Except in the ordinary course of business, such property will not be removed from the Premises without the written consent of Landlord until all payments and performance due hereunder have been paid and performed in full. To the extent permitted by Laws, all exemption laws are hereby waived in favor of such lien and security interest. Upon the occurrence of any event of default, this lien may be foreclosed with or without court proceedings by public or private sale, provided Landlord gives Tenant at least 15 days' notice of the time and place of such sale. Landlord will have the right to become the purchaser at any public sale, upon being the highest bidder at such sale. At any time after the execution of this Lease, Landlord may file uniform commercial code financing statements in sufficient form to perfect the security interest hereby granted and/or any uniform commercial code financing statement change instruments in sufficient form to reflect any proper amendment or modification in or extension of the lien and security interest hereby granted. Landlord will, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Colorado. Landlord's rights and remedies in this section 48 will survive the termination of this Lease.

50. **MISCELLANEOUS**

- A. All marginal notations and paragraph headings are for purposes of references and shall not affect the true meaning and intent of the terms hereof. Throughout this Lease, wherever the words "Landlord" and "Tenant" are used, they shall include and imply to the singular, plural, persons both male and female, companies, partnerships and corporations, and in reading said Lease, the necessary grammatical changes required to make the provisions hereof mean and apply as aforesaid shall be made in the same manner as though originally included in said Lease.
- B. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances, pandemics, epidemics and similar disturbances, and other causes beyond the reasonable control of the performing party ("Force Majeure"). However, events of Force Majeure shall not extend any period of time for the payment of rent or other sums payable by either party or excuse the nonpayment or late payment of any rent by Tenant.
- C. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or earlier termination of this Lease, or which expressly survive the expiration or earlier termination of this Lease, including without limitation all of the releases, disclaimers, and indemnity obligations contained in this Lease.
- D. This is a net lease and Landlord shall not be required to provide any services or do any act or thing with respect to the Premises or any improvements thereon except to the extent expressly provided in this Lease.
- E. Landlord and Tenant each represent to the other party that each is duly organized, validly existing, in good standing, and has all requisite power and authority to enter into this Lease; that each has taken all necessary and appropriate actions to approve the individuals executing this Lease on behalf of the Landlord and Tenant, respectively, such that their execution and delivery of this Lease has been duly authorized by the entity, all necessary action for the due execution and delivery of this Lease has been

taken, and this Lease is the valid, legal, and binding obligation of the entity, enforceable in accordance with its terms.

- F. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same lease. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission including PDF shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date hereof.

LANDLORD:

The Vic LLC

By: Andrew Fink
Name: Drew Fink
Its: Manager
Date: Apr 10, 2024

TENANT:

The Victoria Tavern LLC

By: Greg Kenny
By: Greg Kenny (Apr 10, 2024 13:18 MDT)
Name: Greg Kenny
Its: Managing Member
Date: Apr 10, 2024