



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	March 15, 2022

ITEM

New Brew Pub Liquor License for the Salida Brewing Company, Inc dba Salida Brewing Company at 228 N F Street for Ray Kitson.

BACKGROUND

A new Colorado Brew Pub Liquor License application was filed with the City Clerk on January 26, 2022. The Notice of Public Hearing was published on February 4, 2022 in the Mountain Mail and the premises was posted on March 2, 2022.

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

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Brew Pub Liquor License for the Salida Brewing Company, Inc. dba Salida Brewing Company.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Brew Pub Liquor License for Ray Kitson, the Salida Brewing Company, Inc. dba Salida Brewing Company” followed by a second and roll call vote.

Salida Brewing Company, Inc.

Memorandum

To: City of Salida

From: Salida Brewing Company

To Whom It May Concern,

This memo is to explain and give light as to why we are seeking a new liquor license in the city of Salida. Salida Brewing Company is seeking to obtain a Brewery liquor license in order to make and distribute beer. SBC will not be brewing beer, but rather, have a 3rd party contract brew for SBC. Therefore, we are seeking a liquor license that will be run out of our office at 228 N F St. Suite 200, because we do not need space in order to make or store our products. Rather, our 3rd party brewer will make and store all products at their facility, which we will in turn self-distribute in the Salida area.

Again, we are seeking a completely new and different license from other liquor licenses we currently hold. Salida Brewing Company is a separate legal entity and will operate as one.


Best Regards,

Salida Brewing Company

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Name Solida Brewing Company		Type of License Brew Pub		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 type="checkbox"/>
N/A					
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input type="checkbox"/>
N/A					
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 type="checkbox"/>
N/A					
13 b. Are you a Colorado resident?					<input type="checkbox"/> <input type="checkbox"/>
N/A					
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.					<input checked="" type="checkbox"/> <input type="checkbox"/>
Attached to back					
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 checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: Attached to back					
Landlord		Tenant		Expires	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.					<input type="checkbox"/> <input 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 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name		First Name		Date of Birth	FEIN or SSN
None					
Last Name		First Name		Date of Birth	FEIN or SSN
Interest/Percentage					
Interest/Percentage					
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input type="checkbox"/>
N/A					
Number of additional Optional Premise areas requested. (See license fee chart)					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					<input type="checkbox"/> <input type="checkbox"/>
N/A					
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?					<input type="checkbox"/> <input type="checkbox"/>
N/A					

Name Salida Brewing Company	Type of License Brew Pub	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
c. How long has the club been incorporated?		N/A		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: <i>Submitted, copy provided upon receipt</i>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes <input type="checkbox"/> No <input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		Yes <input type="checkbox"/> No <input type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes <input type="checkbox"/> No <input type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:		Yes <input type="checkbox"/> No <input type="checkbox"/>		
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.		N/A		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
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 <input type="checkbox"/> No <input type="checkbox"/>		
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 Raymond Kitson	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position owner	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name Solida Brewing Company and Brew Pub		Type of License Brew Pub	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title Raymond Kitson, owner		Date 1/21/22
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				<input type="checkbox"/> <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

Individual History Record

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

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

1. Name of Business Salida Brewing Co.		Home Phone Number	Cellular Number 719-557-0922
2. Your Full Name (last, first, middle) Kitson, Raymond, Gary		3. List any other names you have used	
4. Mailing address (if different from residence) 228 N F St.		Email Address asmith@kitsonholdingsllc.com	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number	City, State, Zip	From	To
[REDACTED]	Salida, CO 81201	1992	Present
Previous			

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Boathouse Cantina	228 N F St. Salida, CO	owner	2008	Present
Pizza Rio	228 N F St. Salida, CO	owner	2021	Present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
None			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Boathouse Cantina - #35-22040-0000 2008 - Present Pizza Rio - #03-14350 2021 - Present Rivers edge - #15-81245-0000 2012-2016		

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED]	b. Social Security Number [REDACTED]	c. Place of Birth [REDACTED]	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where	f. When	g. Name of District Court	
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height	m. Weight	n. Hair Color	o. Eye Color
p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] state <u>CO</u>		

14. Financial Information.

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

\$ [REDACTED]

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [REDACTED]

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash		Owner Financing	[REDACTED]

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

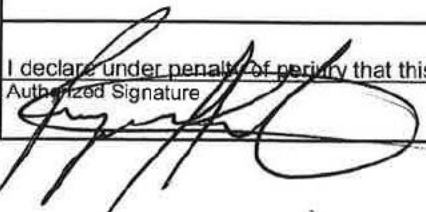
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
NA				

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

Name of Lender	Address	Term	Security	Amount
NA				

Oath of Applicant

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

Authorized Signature 	Print Signature Raymond Kitson	Title owner	Date 1-21-22
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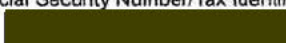
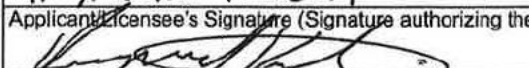
Tax Check Authorization, Waiver, and Request to Release Information

I, Raymond Kitson am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Salida Brewing Company (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 its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Salida Brewing Company, Inc.</u>		Social Security Number/Tax Identification Number 	
Address <u>228 N F St. Suite 200</u>			
City <u>Salida</u>		State <u>CO</u>	Zip <u>81201</u>
Home Phone Number <u>NA</u>		Business/Work Phone Number <u>719-557-0922</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Raymond Kitson</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>1-21-22</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).

Colorado Liquor Retail License Application Form

14. Ownership of Liquor Licenses

- Boathouse Cantina- License #35-22040-0000 2008-Present
 - 100% Ownership
- Pizza Rio- License #0314350 2021- Present
 - 100% Ownership

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective _____ 1-1-2022 by and between Ray Kitson ("Landlord") and Salida Brewing Company, INC. ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 228 N F Street, Salida, CO and legally described as follows (the "Building"): Salida Brewing Company, INC.

Landlord makes available for lease a portion of the Building designated as Suite 200, Salida Brewing Company (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 1-1-2022 and ending Aug 31st 2029. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 2 years every 2 years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of per year, payable in installments of per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 228 N F St, Salida CO or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of .

3. Use

Tenant may use the Leased Premises for the operations of a Colorado licensed Brew Pub.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at

least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. **Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord _____ 0 _____ spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of _____ \$0 _____ per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. **Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. **Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in

recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.



DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
BREWER'S NOTICE

Brewery's Section

1. This is notice serial number	2. The notice date is 02/01/2022
3. Our brewery's name is SALIDA BREWING COMPANY, INC.	
4. Our trade name is DBA: SALIDA BREWING COMPANY	
5. Our business address is 228 N F. ST., SUITE 200, SALIDA, CO 81201 <div style="display: flex; justify-content: space-between; font-size: small;"> (Number and Street) (City) (County) (State) (Zip Code) </div>	
6. Our brewery location is 228 N F ST STE 200 SALIDA, CO 81201 <div style="display: flex; justify-content: space-between; font-size: small;"> (Number and Street) (City) (County) (State) (Zip Code) </div>	
7. Our main contact person is Robert C Runco <div style="text-align: right; font-size: small;">(Name)</div>	TTB can reach me at 720-452-2647 <div style="text-align: right; font-size: small;">(Phone Number)</div>

Brewery Description

8. Our phone number at the brewery is	9. Our E-mail Address is rrunco@runprolaw.com
10. Our brewery operates as a: <input checked="" type="checkbox"/> Brewery <input type="checkbox"/> Brewpub (You must complete items 19 and 20) <input type="checkbox"/> Pilot Brewing Plant <i>(check one only)</i>	
11. We are a: <i>(check one only)</i> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership	
12a. Our employer identification number is: <i>(for example: 12-3456789)</i> 12-3456789	
12b. Title to premises and equipment (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).	

(See Attached)

13. Brewer's Business Day 12:00 AM (List only if different than 12:00 am through 11:59pm.)	
14. We are filing this notice to:	
<input checked="" type="checkbox"/> give TTB our original notice that we intend to engage in the business of producing beer. <input type="checkbox"/> amend our previously approved original notice (Registry No. _____) for the following reason(s): <input type="checkbox"/> add or delete (circle one) a trade or operating name (attach registration, if your state requires, of new trade or operating name) . List new trade names(s) in Item 4 or on a separate sheet of paper. List deleted trade name(s) on a separate sheet of paper. <input type="checkbox"/> show a change in brewery premises <i>(attach description of change)</i> . <input type="checkbox"/> make changes in officers, directors, members, stock, or interest distribution <i>(attach description of change; you must file personnel questionnaires for new personnel and any new person owning 10% or more of total stock)</i> . <input type="checkbox"/> discontinuance of business as of: (date) _____ <input type="checkbox"/> other _____	
15. A. We are <input type="checkbox"/> or are not <input checked="" type="checkbox"/> members of a controlled group of breweries. (List all breweries with shared ownership on a separate sheet of paper.)	
B. If you are a member, will the controlled group of breweries produce more than 60,000 but less than 2,000,000 barrels of beer per year? (if so, describe how the reduced rate of tax will be apportioned among brewery members in the controlled group.)	
16. The Internal Revenue Code (IRC) provides that if you produce not more than 2,000,000 barrels per year, you are entitled to a reduced rate of tax on your first 60,000 barrels. What is your estimated production in barrels per year? <i>(check one)</i>	
<input type="checkbox"/> More than 2,000,000 barrels per year. We are not entitled to the reduced rate. <input type="checkbox"/> More than 60,000 barrels per year, but not more than 2,000,000 barrels per year. We are entitled to the reduced tax rate on our first 60,000 barrels removed for consumption or sale. <input checked="" type="checkbox"/> Not more than 60,000 barrels per year. We are entitled to the reduced tax rate on all beer removed for consumption or sale.	

Signing Authority For Corporate Officials

17. I am ☐ or am not ☒ required to furnish a bond under 27 CFR 25.91. I am not required to furnish a bond only if all of the following are true: I will withdraw beer for deferred payment of tax under 27 CFR 25.164, I was liable for not more than \$50,000 in beer taxes in the preceding calendar year, and I reasonably expect to be liable for not more than \$50,000 in such taxes during the current calendar year.

18. We held our board meeting with (check one)

☐ Directors☐ Trustees☐ Managers☐ Governors

Date of Meeting _____

We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. (You must impress your corporate seal. If you do not have one, two witnesses must sign.)

By the authority of our board, I certify that this authorization is true and complete.

Title: _____

Title: _____

Corporate Seal:

Title: _____

Title: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

Brewpub Applicant Information (If you are a brewpub, you must complete this section.)

19. We are a brewpub. Our entire business location is the brewery premises. We understand that by initialing these boxes, we acknowledge that:

☐ a. We must separate the brewery operations (non-public area) from the public area of the brewery premises by an adequate partition. Access to the brewery operations must be restricted to authorized visitors and employees only.

☐ b. The serving tanks as noted on our **attached diagram** are our tax-determined beer tanks. These tanks have a working capacity of approximately _____ barrels/kegs and are accurately calibrated with appropriate measuring devices.

☐ c. We must transfer beer ready for consumption or sale from our fermenters into an empty tax-determination tank for measurement by the approved measuring device. We will make prompt and accurate records of these transactions to determine tax due.

☐ 20. We plan to sell retail liquors other than beer. We must file a special occupational tax registration as a retailer before we start these sales.

Attachment Section

21. You must make attachments to complete an original notice. You may also need additional information for an amended notice.

Check all the blocks here for your attachments for this notice. For original Brewer's Notices, you must attach all documents for your type of business organization. For amended Brewer's Notices, some forms are mandatory, while others may be optional.

☐ Articles of Incorporation/Organization (Corporations/LLCs)☐ Personnel Questionnaires (for **all** owners/officers/directors/partners/members/stockholders of over 10%)☐ Trade Name Registrations (if required by state)☐ By-Laws (Corporations/LLCs)☐ Certificate to Transact Business in a Foreign State (if applicable)☐ Partnership Agreement☐ Power of Attorney (TTB F 5000.8, or Corporate Resolution)☐ Environmental Information (TTB F 5000.29)☒ Diagram (or Plat/Plan) with dimensions of the brewery☐ Diagram for Brewpub as required☐ Legal description of the Brewery☐ Statement Describing the Security at the Brewery☐ Supplemental Information on Water Quality Considerations (TTB F 5000.30)☐ Other _____

All statements and documents are part of this notice. Under penalties of perjury, I declare that I have examined this notice and all attachments and to the best of my knowledge and belief they are true, correct, and complete.

22. Signature of Authorized Person

Date

23. Printed or Typed Name and Title

Robert C Runco

Mail this completed package with all attachments to:

Director, National Revenue Center, 550 Main St, Ste 8002, Cincinnati, OH 45202-5215

TTB Section - For TTB Use Only

This Notice is:

☒ Approved☐ Not Approved

Effective Date:

03/03/2022

Approval Date:

03/03/2022

Director, National Revenue Center



Registry Number:

BR-CO-21510

General Instructions

1. Where do I send my application?

File this form with TTB at this address: Director
National Revenue Center
550 Main St, Ste 8002
Cincinnati, OH 45202-5215

2. When may I start Brewing? You may not operate your brewery until we approve your Brewer's Notice (including all attachments) and your Brewer's Bond (if a bond is required under 27 CFR 25.91).

3. When must I file a Brewer's Notice? You must file this form:

- To start business at your brewery premises;
- To amend or supplement information you previously submitted or;
- In connection with a new bond.

4. Do I need to file any other documents with the Brewer's Notice? You must file the attachments this form requires. Also, we may require you to furnish any additional information we find necessary to protect revenue and insure collection of taxes.

5. What happens if I do not complete this notice? We will return your notice to you for correction if it is not completed in accordance with these instructions or does not include all of the required information and documents. If you do not complete the notice you may not produce or package beer.

6. What items do I need to complete on this notice? You must complete all items on this notice that apply to your business, regardless of the purpose for which you are filing.

7. How long must I keep my copy of this notice? At your brewery you must keep available for TTB inspection during your normal business hours:

- Your most recently approved Brewer's Notice and
- All attachments and documents that provide current and complete information of this form.

Specific Instructions

Item 1. What serial number do I use? Serially number each notice. Begin with No. 1 for the first notice and continue in sequence for each amendment or supplemental notice you file after you start business.

Item 2. What is the notice date? The date that you submit this notice for approval.

Item 3. What is my brewery's name?

If you are....	Then your name is....
An individual	Your name, followed by "sole owner" and the name you use to operate
A partnership	The name of each partner followed by the name you use to operate
A limited partnership (LP)	The name of your LP
A corporation or limited liability corporation (LLC)	The corporation or LLC name and, if different, the name you use to operate

Item 4. What if I use a trade name? You must list all trade names you use to do business or to package beer. Approval of a trade name does not necessarily constitute approval as a brand name for labeling purposes. Submit your requests for brand names to the Alcohol Labeling and Formulation Division on an Application for and Certificate/Exemption of Label/Bottle Approval, TTB F 5100.31. If your State requires you to register your trade name, you must submit a copy of the State trade name registration.

Item 5. What is our business address? Your business address may be different than the actual location of the brewery. Your business address is where you receive mail deliveries and you conduct office activity. You must include the county of this address.

Item 6. What is our brewery location? Your brewery location is where you actually brew your beer.

Item 7. Who may be a contact person? Your contact person must be someone who has authority to speak or write to any of our officers regarding any aspect of your brewing operations. You must file with us a signing authority or power of attorney for this person.

Item 15. What information must I provide if I am a member of a controlled brewery group?

1. A controlled brewery group is a group of breweries that share common ownership or controlled interest. Controlled groups of breweries include groups where:
 - (a) one brewery owns controlling interest in the other brewery or
 - (b) there is a common ownership in the controlling interest in each brewery
2. If you are a member of a controlled group of breweries and you intend to transfer beer between breweries without payment of tax, you must:
 - (a) give the name and principal business address of each of the other breweries; and
 - (b) state whether condition 1.(a) or condition 1.(b) applies. If condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person owning controlling interest in both breweries and state the percentage of interest in each brewery.
3. If you are a member of a controlled group of breweries and the total production of all breweries in the controlled group is less than 2,000,000 barrels of beer per year, you may be eligible to pay tax at the reduced rate. You must:
 - (a) give the name and principal business address of each of the other breweries;
 - (b) provide a list to allocate the reduced tax for 60,000 barrels between the members of the controlled group; and
 - (c) state whether condition 1.(a) or condition 1.(b) applies, if condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person owning controlling interest in both breweries and state the percentage of interest in each brewery.

Item 18. Who may sign for my corporation? You may indicate signature authority in two ways.

- **By corporate office:** In item 18 you may list the corporate offices or employees whose incumbents may sign for your corporation. Check the box that indicates how your board authorized these officers to sign. Include the date of the meeting. List the offices by title. Attach your corporate seal. These authorities remain with the office when you change personnel in that office.
- **By name:** you may authorize specific individuals to sign by executing a power of attorney (*use TTB F 5000.8*) or a signing authority for corporate officials (*use TTB F 5100.1*). You may limit these authorities to specific actions. For instance, you may grant a signing authority limited to monthly reports.

Item 19. When must I initial the brewpub information? Operating as a brewpub means that you will not be bottling beer but rather that you will be dispensing beer only from serving tanks. If this is the case, then you must initial each box and provide tank capacity to demonstrate that you understand special considerations for operating taverns on brewery premises.

Item 21. What are the attachments for my type of business? Follow these instructions. You must attach the organizational information and documents we require for your type of business.

If you are a....	Then you must file....
Sole proprietor	- A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.
Partnership	- A copy of (1) articles of partnership or association, if any; or (2) the certificate of partnership or association if required to be filed by any State, county, or municipality. - A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.
Corporation	- A copy of the corporation charter or of the certificate of corporate existence or incorporation. - A list with the name, address, and title of each officer and director. - Copies of extracts or digests of minutes of meetings of the board of directors authorizing certain individuals to sign for the corporation. - A statement showing the number of shares of stock (or other evidence of ownership) authorized and outstanding and the voting rights of the respective owners. - A list with the names and addresses of all persons having a voting interest of 10 percent or more in the corporation whether the interest appears in the name of the interested party or in the name of another person. For each person listed, show the amount of the stockholding or other interest.

- a. May I refer to information that I filed for another operation?** If you have already filed information with us, you may incorporate that information by reference if that information is complete and accurate. You may, instead of resubmitting that information, provide a statement that:
- identifies the other premises by operating name, type (*brewery, winery, etc.*), and location (*city and State*) ; and
 - specifies which organizational information and documents are being incorporated. You must attach all organizational information and documents you do not incorporate by reference.
- b. What must I keep available for TTB inspection?** You must keep available for our inspection the originals of the corporate documents we require under item 21 of this notice and certain other corporate documents(*articles of incorporation, bylaws, State certificates authorizing the brewer to operate in the State where located*). Each brewer's notice filed by multi-plant brewers must state, as part of the response to item 21, the location where we may inspect these original corporate documents.

Item 22. Who is the "authorized person" who must sign this notice? These are the persons authorized to sign this notice:

If you are a....	Then you must file....
Sole proprietor	- signed by the sole owner or - an empowered attorney-in-fact.
Partnership	- signed by all partners, or - a partner authorized to sign on behalf of all of the partners, or - an empowered attorney-in-fact
Corporation	- executed in the corporate name, followed by the signature and title of a person authorized to act for the corporation

Paperwork Reduction Act Notice

This request is in accordance with the Paperwork Reduction Act of 1995. We use this information collection to determine your identity as a brewer, the location and extent of your brewery premises, and whether your brewery operations conform with Federal laws and regulations. The information we request is required for you to obtain or retain a benefit and is mandatory by law (26 U.S.C. 5401(a)).

We estimate the average burden associated with this collection of information is 3 hours per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW., Box 12, Washington, DC 20005.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

Privacy Act Information

We provide this information to comply with Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a(e)(3)):

1. **What is TTB's authority to ask for this information?** We require this information under the authority of 26 U.S.C. 5401(a). You must disclose this information to obtain authority to conduct brewing operations.
2. **What is the purpose for this information collection?** You provide this information to give TTB notice of your intention to establish a brewery, so that we may identify you as a brewer, and to identify your brewery location and processes.
3. **How does TTB routinely use this information?** We use this information to make determinations for the purposes described in paragraph 2. Also, we may disclose the information to other Federal, State, foreign, and local law enforcement and regulatory agency personnel to verify information on the form where such disclosure is not prohibited by law. We may disclose the information to the Justice Department if it appears that the furnishing of false information may constitute a violation of Federal law. Finally, we may disclose the information to members of the public in order to verify information on the form where such disclosure is not prohibited by law.
4. **What is the effect of my not supplying the information TTB requests?** If you fail to supply complete information then we will delay processing and may disapprove or deny your application.

ATTACHMENT TO BREWER'S NOTICE

Item 4: Our Trade Name is:

OTHER PURPOSE FOR WHICH FILED:

Item 12: Title to premises and equipment (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).

Does the applicant own the land or building comprising the brewery?

Yes

☐

No

☒

If yes, please provide us with the name and address of any mortgagee, or other person who has a claim on the land or buildings comprising the brewery. If there is no mortgagee, or other claim on the land or buildings, please enter "Not Applicable"

If no, please provide us with the name/address of the owner of the land or buildings comprising the brewery, and of any mortgagee, or other claim on the land or buildings comprising the brewery

Raymond Kitson

Item 15B: If you produce more than 60,000 but less than 2,000,000 barrels you would qualify for the reduced rate on the first 60,000 barrels. Give the allotted barrels for each location at the reduced rate.

MEMBERS OF CONTROLLED GROUP

Item 17: We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. (You must impress your corporate seal. If you do not have one, two witnesses must sign.)

Applies to All Permits

Yes

Authority Granted by

Name

First Name

Raymond

Last Name

Kitson

Title

Title if Other

Describe the entire tract of land by using directions and distances:

POINT SOUTHEAST 4 SOUTHEAST4 32-50-9, HAVING 156' FRONTAGE ON F ST AS RECORDED IN BOOK 528 PAGE 699 & 701 AT RECEPTION NO 331214 450684, COUNTY OF CHAFFEE, STATE OF COLORADO.

Describe the brewery premises.

The brewery premises consists of one suite in one building. The entire premises is approximately 1,600 square feet. It is a slightly irregular shaped square that is approximately 40 feet wide, and 40 feet deep. There is one locked entrance on the north side of the premises. The building is of concrete and steel construction. The east and southern walls have windows that remain permanently closed and locked. There is one 2.5 gallon fermenting vessel and one 2.5 gallon brite tank for production.

If a brewpub, you must identify the portion of the brewery which will be operated as a tavern by providing the boundaries of the tavern.

You must identify areas of the brewery which are accessible to the public and areas which are not.

Describe security measures to be used to segregate public areas from non-public areas.

Describe in detail the method to be used for measuring beer for the purpose of tax determination. Identify the tanks which will periodically contain tax-determined beer, and any other areas where tax-determined beer will be.

Provide description of the brewery security. Brewery building must be arranged and constructed to give adequate protection to the revenue. Describe locks, access to the brewery and how un-taxpaid goods will be protected during and after business hours

There is one entrance and exit to the brewery. It has a keyed lock, only ownership and brewers will have access to the key. All un-taxpaid goods will be stored in the brewery premises at all times, and doors will remain locked after business hours. There is no tasting room on-site, no beer will be served.

Description of Non-Contiguous Locations



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

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

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

Pursuant to the Liquor Laws of the State of Colorado, the Salida Brewing Company, Inc. dba Salida Brewing Company, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Brew Pub (City) liquor license to manufacture malt liquors and to sell malt, vinous, and spirituous liquors for consumption on premises and to sell malt liquors for off-premises consumption at 228 N F Street, Salida, Colorado 81201.

A hearing on the application received January 26, 2022 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, March 15th, 2022, at 448 E 1st Street Room 190 or remotely through the GoToWebinar via the following direct link:

<https://attendee.gotowebinar.com/register/6382995264411204366>

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

LOCAL LICENSING AUTHORITY


Erin Kelley, City Clerk

Premises Posted by: March 4, 2022
Publish in Mountain Mail: February 4, 2022



HEART OF THE ROCKIES

1/31/22

Liquor Enforcement Division
PO Box 17087
Denver, Colorado 80217

LED:

Enclosed please find a completed application for a new Brew Pubic CITY Liquor License for the Salida Brewing Company Inc. dba Salida Brewing Company with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review.

Please let me know if you have any questions.

Respectfully Submitted,


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

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A hearing on the application received January 26, 2022 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, March 15th, 2022, at 448 E 1st Street Room 190 or remotely through the GoToWebinar via the following direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>

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

LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Premises Posted by: March 4, 2022

Published in The Mountain Mail February 4, 2022

NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO

Salida

~~Colorado~~ Brewing Company, Inc. dba

Salida Brewing Company

228 N F Street Suite 200

Salida, CO 81201

HAS REQUESTED THE LICENSING
OFFICIALS OF City of Salida

TO Approve a new Brew Pub License

LICENSE AT: 228 N F Street Suite 200

HEARING ON APPLICATION TO BE HELD AT:

448 E 1st Street, Room 190

TIME AND DATE: 3/15/22 6:00pm

DATE OF APPLICATION: January 26, 2022

BY ORDER OF: City of Salida

OFFICERS: Ray Kitson

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

Liquor and Beer License Hearing Sign

* ADULT "GUEST", "RENEW", OR "TRANSFER OWNERSHIP" OF

16A103 BUSINESS INK



MANHATTAN HOTEL

NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO

Salida Brewing Company, Inc. dba
Salida Brewing Company
228 N F Street Suite 200
Salida, CO 81061
HAS REQUESTED THE LICENSING
OFFICIALS OF City of Salida
TO Amend and Renew its license
LICENSE AT: 228 N F Street Suite 200

HEARING ON APPLICATION TO BE HELD AT:
448 E 1st Street, Room 140

TIME AND DATE: 3/15/22 6:00pm
DATE OF APPLICATION: January 26, 2022
BY ORDER OF: City of Salida
OFFICERS: Ray Watson

THIS NOTICE IS REQUIRED BY SECTION 5-1-101 OF THE CITY OF SALIDA ORDINANCES

ISSUED BY THE CITY OF SALIDA

E-Filed

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 11/23/2021 11:56 AM
ID Number: 20218101264
Document number: 20218101264
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Salida Brewing Company, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

228 North F Street

(Street number and name)

Suite 200

Salida

(City)

CO

(State)

81201

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Lowe

(Last)

Sandra

(First)

(Middle)

(Suffix)

or

(if an entity)

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

Street address

228 North F Street

(Street number and name)

Suite 200

Salida

(City)

CO

(State)

81201

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

CO
(State)

(ZIP/Postal Code)

8. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Lowe</u>	<u>Sandra</u>	<u>K</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>228 N. F Street</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Salida</u>	<u>CO</u>	<u>81201</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province - if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name

(if an individual)

Kitson

Raymond

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

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

Mailing address

[REDACTED]

(Street number and name or Post Office Box information)

Salida

CO

81201

(City)

(State)

(ZIP/Postal Code)

CO

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- ☒ The corporation is authorized to issue [REDACTED] common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- ☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

PD1.02

