



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: June 1, 2021

<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Erin Kelley
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**ITEM:**

New Hotel and Restaurant Liquor License for Sushi Thai Salida, Patcharin Khangrang dba Sushi Thai Salida, 123 West 1st Street

**BACKGROUND:**

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on April 15, 2021. The Notice of Public Hearing was published on April 23, 2021 in the Mountain Mail and the premises was posted on May 21, 2021.

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

**STAFF RECOMMENDATION:**

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

**SUGGESTED MOTIONS:**

Following a public hearing on the matter, a Licensing Authority member should "move to approve a new Hotel and Restaurant Liquor License for Sushi Thai Salida, Patcharin Khangrang dba Sushi Thai Salida at 123 West 1st Street conditional upon an inspection of the premises by police and fire personnel, upon receipt of a Certificate of Occupancy for the structure", followed by a second and a roll call vote.



## Application Documents Checklist and Worksheet

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


**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

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

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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? <b>NOTE:</b> 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 checked="" type="checkbox"/> <input 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? <b>NOTE:</b> 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 checked="" type="checkbox"/> <input type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership, lease or other arrangement?</b>		<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, <b>exactly</b> as they appear on the lease:				
Landlord <b>YOLANDA WALTON</b>	Tenant <b>PATCHARIN KHANGRANG</b>	Expires <b>12/22/2025</b>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <b>KHANGRANG</b>	First Name <b>PATCHARIN</b>	Date of Birth [REDACTED]	FEIN or SSN [REDACTED]	Interest/Percentage <b>51%</b>
Last Name <b>WIPANNERN</b>	First Name <b>PIMARA</b>	Date of Birth [REDACTED]	FEIN or SSN [REDACTED]	Interest/Percentage <b>49%</b>
<b>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.</b>				
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"/>		
Number of additional Optional Premise areas requested. (See license fee chart)				
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				
<input type="checkbox"/> <input type="checkbox"/>				
19. Club Liquor License applicants answer the following: <b>Attach a copy of applicable documentation</b>				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				
<input type="checkbox"/> <input type="checkbox"/>				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				
<input type="checkbox"/> <input type="checkbox"/>				
(c) How long has the club been incorporated?				
<input type="checkbox"/> <input type="checkbox"/>				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				
<input type="checkbox"/> <input type="checkbox"/>				
20. 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)				
<input type="checkbox"/> <input type="checkbox"/>				



Name	Type of License	Account Number		
<b>21. Campus Liquor Complex applicants answer the following:</b> (a) Is the applicant an institution of higher education? <span style="float: right;">Yes No</span> <input type="checkbox"/> <input type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? <span style="float: right;">Yes No</span> <input type="checkbox"/> <input type="checkbox"/> <b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>				
<b>22. For all on-premises applicants.</b> <b>a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.</b> <b>b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.</b>				
Last Name of Manager		First Name of Manager		
<b>23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b> <span style="float: right;">Yes No</span> <input type="checkbox"/> <input type="checkbox"/>				
<b>24. Related Facility - Campus Liquor Complex applicants answer the following:</b> <span style="float: right;">Yes No</span> <b>a. Is the related facility located within the boundaries of the Campus Liquor Complex?</b> <input type="checkbox"/> <input type="checkbox"/> 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>b. Designated Manager for Related Facility- Campus Liquor Complex</b>				
Last Name of Manager		First Name of Manager		
<b>25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.</b> <span style="float: right;">Yes No</span> <input type="checkbox"/> <input type="checkbox"/>				
<b>26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.</b>				
Name	Home Address, City & State	DOB	Position	%Owned
PATCHARIN KHANGRANG	[REDACTED]	[REDACTED]	PRESIDENT	51
Name	Home Address, City & State	DOB	Position	%Owned
PIMARA WIPANNGERN	[REDACTED]	[REDACTED]	VICE PRESIDENT	49
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
<b>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</b> <b>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</b> <b>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</b> <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				

Name		Type of License	Account Number		
<b>Oath Of Applicant</b>					
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 PARHARIN KHANDRAN		Date 04/15/21	
<b>Report and Approval of Local Licensing Authority (City/County)</b>					
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 <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?				<input type="checkbox"/>	<input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>					
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date		
Signature	Print	Title	Date		

## Tax Check Authorization, Waiver, and Request to Release Information

I, PIMARA WIPANNGERN am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of PIMARA WIPANNGERN (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>Sushi Thai Salida</u>		Social Security Number/Tax Identification Number 	
Address <u>123 W 1st St, Salida</u>			
City <u>Salida</u>		State <u>CO</u>	Zip <u>81201</u>
Home Phone Number <u>661-9293416</u>		Business/Work Phone Number <u>661-9293416</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>PIMARA WIPANNGERN</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>PIMARA WIPANNGERN</u>			Date signed <u>04-15-21</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).

## 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 <b>Sushi Thai Salida</b>		Home Phone Number	Cellular Number <b>561-729-3416</b>	
2. Your Full Name (last, first, middle) <b>Wipangern Pimara</b>		3. List any other names you have used		
4. Mailing address (if different from residence) [REDACTED]		Email Address <b>pizza_pimara@yahoo.com</b>		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
<b>Street and Number</b>		<b>City, State, Zip</b>		<b>From</b>
<b>To</b>				
Current	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Previous	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
<b>Name of Employer or Business</b>		<b>Address (Street, Number, City, State, Zip)</b>		<b>Position Held</b>
<b>From</b>		<b>To</b>		
916 Main St, Tempura House		916 Main St Alamosa, CO 81101		Manager
Sushi Siam Taos		106 Paseo Del Pueblo Norte		vice
Sushi Thai Salida		123 W 1ST ST		vice
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
<b>Name of Relative</b>		<b>Relationship to You</b>		<b>Position Held</b>
<b>Name of Licensee</b>				
-		-		
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.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				
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.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				



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 Thailand d. U.S. Citizen  Yes  No

e. If Naturalized, state where f. When g. Name of District Court

h. Naturalization Certificate Number i. Date of Certification j. If an Alien, Give Alien's Registration Card Number k. Permanent Residence Card Number

l. Height [redacted] m. Weight [redacted] n. Hair Color [redacted] o. Eye Color [redacted] p. Gender [redacted] q. Do you have a current Driver's License/ID? If so, give number and state.  Yes  No # [redacted] state NM

14. Financial Information.

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

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

\* If corporate investment only please skip to and complete section (d)  
 \*\* Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
See other applicant paperwork			

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

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

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

Name of Lender	Address	Term	Security	Amount

**Oath of Applicant**

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

Authorized Signature: PIMPA WIPANNGERN Print Signature: PIMPA WIPANNGERN Title: Vice President Date: 05-15-21

## 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 SUSHI THAI SALIDA		Home Phone Number	Cellular Number 575 9991884	
2. Your Full Name (last, first, middle) KHANGRANG PATCHARIN		3. List any other names you have used		
4. Mailing address (if different from residence) [REDACTED]		Email Address SUSHITHAISALIDA@HOTMAIL.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				
Current	[REDACTED]	[REDACTED]	2018	PRESENT
Previous	[REDACTED]	[REDACTED]	2012	2018
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
SUSHI SIAM TAOS	106 PASEO DEL PUEBLO, TAOS, NM 87571	OWNER	2020	PRESENT
THAI HUT	525 MAIN ST, ALAMOSA, CO 81101	CHEF	2018	2019
HOUSE OF SIAM	25 NE 2ND AVE, DELRAY BEACH, FL 33444	OWNER	1999	2019
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	
PIMARA WIPANNGERN	FRIEND	VICE PRESIDENT	N/A	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				
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.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				



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 THAILAND d. U.S. Citizen  Yes  No

e. If Naturalized, state where [REDACTED] f. When [REDACTED] g. Name of District Court [REDACTED]

h. Naturalization Certificate Number [REDACTED] i. Date of Certification [REDACTED] j. If an Alien, Give Alien's Registration Card Number [REDACTED] k. Permanent Residence Card Number [REDACTED]

l. Height [REDACTED] m. Weight [REDACTED] n. Hair Color [REDACTED] o. Eye Color [REDACTED] p. Gender [REDACTED] q. Do you have a current Driver's License/ID? If so, give number and state.  Yes  No # [REDACTED] State COLORADO

**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. \$ \_\_\_\_\_

\* 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
[REDACTED]	[REDACTED]	[REDACTED]	[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

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

Name of Lender	Address	Term	Security	Amount

**Oath of Applicant**

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

Authorized Signature [Signature] Print Signature PATCHARIN KHANG RANG Title President Date 04/15/19


## Tax Check Authorization, Waiver, and Request to Release Information

I, PATCHARIN KHANGRANG am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of LIQUOR LICENSE (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) <b>SUSHI THAI SALIDA</b>		Social Security Number/Tax Identification Number [REDACTED]	
Address <b>123 WEST 1ST ST</b>			
City <b>SALIDA</b>		State <b>CO</b>	Zip <b>81201</b>
Home Phone Number <b>575 9991884</b>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <b>PATCHARIN KHANGRANG</b>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <b>04/15/21</b>

### 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).





HEART OF THE ROCKIES

4/15/21

Liquor Enforcement Division  
PO Box 17087  
Denver, Colorado 80217

LED:

Enclosed please find a completed application for Sushi Thai Salida dba Sushi Thai Salida for a new Hotel & Restaurant liquor license with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review.

Please let me know if you have any questions.

Respectfully Submitted,

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



448 East 1<sup>st</sup> Street, Suite 112  
SALIDA, CO 81201

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

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

Pursuant to the Liquor Laws of the State of Colorado, Sushi Thai Salida dba Sushi Thai Salida, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 123 W 1<sup>st</sup> Street Salida, CO 81201.

A hearing on the application received April 15, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, June 1, 2021, remotely through the GoToWebinar application via the following direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>

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

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

LOCAL LICENSING AUTHORITY

  
Erin Kelley, City Clerk

Premises Posted: May 21, 2021  
Publish in Mountain Mail: April 23, 2021

CERTIFICATE OF PUBLICATION

STATE OF COLORADO } SS

County of Chaffee

I, MERLE J. BARANCZYK,

Being first duly sworn according to law, on oath depose and say, that I am, and at all the times herein mentioned, was the publisher of the Mountain Mail and that said Mountain Mail is a bi-weekly newspaper of general circulation, in said County and State, printed and published in the City of Salida, County of Chaffee and State of Colorado, and that copies of each number thereof are, and at all the times herein mentioned were, regularly distributed and delivered, by carrier or mail, to each of the subscribers of said newspaper, in accordance with the customary method of business in newspaper offices.

That the annexed

NOTICE OF PUBLIC HEARING (VIA WEBINAR)

FROM THE CITY OF SALIDA, COLORADO

THE SALIDA LIQUOR LICENSING AUTHORITY

In the matter of:

PURSUANT TO THE LIQUOR LAWS OF

THE STATE OF COLORADO

AN APPLICATION FOR A HOTEL AND RESTAURANT (CITY)

LIQUOR LICENSE

FROM:

SUSHI THAI SALIDA

TO SELL:

MALT, VINOUS AND SPIRITUOUS LIQUORS

FOR CONSUMPTION ON THE PREMISES AT:

123 W 1ST STREET, SALIDA, COLORADO 81201

This is a true copy of the original, and the same was regularly published in the newspaper proper and not in a supplement, for the full period of

ONE (1) INSERTION

of said newspaper, and that the first publication was in the issue dated

APRIL 23RD, 2021

and that the last publication of the same was in the issue dated

APRIL 23RD, 2021

and the said Mountain Mail has been established, printed and published for the full period of fifty-two consecutive weeks, and continuously and uninterruptedly prior to the said date of the first publication of the notice aforesaid, in the City of Salida, County of Chaffee and State of Colorado, and is a newspaper duly qualified for the publishing of said notice within the meaning of an Act of the General Assembly of the State of Colorado, approved May 30th, 1923, and entitled "An act to Amend an Act Entitled 'An Act Concerning Legal Notices, Advertisements and Publications and the Fees of Printers and Publishers thereof, and to Repeal all Acts and Parts of Acts in Conflict with the Provisions of this Act,'" and within the meaning of an Act amendatory thereof, approved May 18th, 1931 and entitled "An Act to Amend Section 4, of Chapter 139, Session Laws 'of Colorado, 1923, relating to Legal Notices and Advertisements,'" and within the meaning of any and all other Acts amendatory thereof or supplemental thereto. And further affiant saith not.

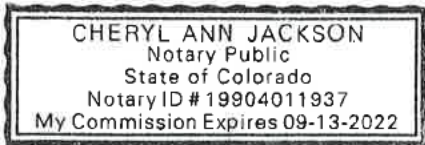
Pursuant to C.R.S. 24-70-103(5) this notice has also been posted online and available at: https://www.themountainmail.com and posted online and available at Colorado Press Association Network-Colorado Public Notice Database at: https://www.publicnoticecolorado.com.

The above certificate of publication was subscribed and sworn to before me by the above named Merle Baranczyk who is personally known to me to be the identical person described in the above certificate, on the 23RD Day of APRIL, 2021 A.D. FEIN # 84-0718607

CHERYL ANN JACKSON, NOTARY PUBLIC-ID#19904011937

STATE OF COLORADO/COUNTY OF CHAFFEE

My Commission Expires: September 13th, 2022



PROOF OF PUBLICATION

PUBLIC NOTICE PURSUANT TO THE LIQUOR LAWS OF COLORADO

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LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Premises Posted: May 21, 2021

Published in The Mountain Mail April 23, 2021





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# NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Sushi Thai Salida, ~~Salida~~ dba  
Sushi Thai Salida  
123 W 1st Street  
Salida, CO 81201

HAS REQUESTED THE LICENSING OFFICIALS OF the City of Salida TO Approve a new Hold 3 Restaurant Liquor License

LICENSE AT: Sushi Thai Salida

HEARING ON APPLICATION TO BE HELD AT:  
City Council Chambers 448 E 1st Street Room 190

TIME AND DATE: June 1, 6:00 pm

DATE OF APPLICATION: April 15, 2021

BY ORDER OF: City of Salida

**OFFICERS:**

Pattarasin Khongrang and  
Pimara Wipon Ngern

#KeepKeith

#MASKUP SALIDA

SAFE SPACE



FRONT DOOR AND EXIT

SERVICE AREA.

SUSHI BAR

HAND SINK

Bath Room 1

Bath Room 2

HAND SINK

FOOD PREP REFRIGERATOR

HOOD  
Deep Fried, Burners

REFRIGERATOR & FREEZER  
DRINK STATION

DISHWASHER MACHINE  
&  
THREE COMPARTMENTS SINK

ICE MACHINE

WALK WAY

BACK DOOR & EXIT

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,

Sushi Thai Salida Inc

is a  
Corporation

formed or registered on 12/03/2020 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 20208054144 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/02/2020 that have been posted, and by documents delivered to this office electronically through 12/03/2020 @ 10:37:12 .

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 12/03/2020 @ 10:37:12 in accordance with applicable law. This certificate is assigned Confirmation Number 12764356 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Instructions: Please print this document for your records.

# MyBizColorado

## COLORADO DEPT OF REVENUE

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

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

### Filing Information

---

Your filing information is as follows

**Date:** 12/3/20  
**Name:** Sushi Thai Salida Inc  
**Address:** 123 W 1st St\n\nSalida, Colorado 81201-2001

**Sales Tax Account Number:** [REDACTED]  
**Sales Tax Filing Frequency:** [REDACTED]  
**Wage Withholding Account Number:** [REDACTED]  
**Wage Withholding Filing Frequency:** [REDACTED]

### Websites

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**State of Colorado:** [www.colorado.gov](http://www.colorado.gov)  
**Colorado Department of Revenue:** [www.colorado.gov/revenue](http://www.colorado.gov/revenue)  
**Colorado Department of Revenue Online Customer Support Site:**  
[revenuestateco.custhelp.com](http://revenuestateco.custhelp.com)  
**File and pay your sales tax online:** [www.colorado.gov/RevenueOnline](http://www.colorado.gov/RevenueOnline)  
**Register to pay by EFT:** [www.colorado.gov/revenue/eft](http://www.colorado.gov/revenue/eft)

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

## COMMERCIAL LEASE

This Lease is made to be effective the 22 day of December, 2020, between 123 W 1st LLC, a Colorado limited liability company, of 100 F Street, Salida CO 81201, (herein "Lessor") and Sushi Thai Salida Inc, a Colorado corporation, of 3716 Galley Rd., Colorado Springs, CO 80909 (herein "Lessee") and Patcharin Khangrang and Pimara Wipan-Ngern (herein "Guarantors") as follows:

### RECITALS

WHEREAS, Lessor is the owner of the developed property located at 123 W. 1<sup>st</sup> Street, legally described as Unit 1-R, Corbin Building Condominium, Salida, Colorado, per the map thereof recorded in the records of the Clerk and Recorder, Chaffee County, Colorado at Reception Number 347534, as amended by the map recorded in the records of the Clerk and Recorder, Chaffee County, Colorado at Reception Number 381840, and as amended by the map recorded in the records of the Clerk and Recorder, Chaffee County, Colorado at Reception Number 407282 (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the purposes described herein; and

WHEREAS, the parties desire to enter into a Lease Agreement defining their respective rights, duties, obligations, and liabilities relating to the Premises and its use (the "Lease");

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

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee for Lessee's exclusive use the Premises described above, known by street address as 123 W. 1<sup>st</sup> Street, Salida, Colorado.

2. **PURPOSE AND USE.** Lessee shall use the Premises for the purpose of operating a restaurant known as Salida Sushi Thai, which will serve primarily Thai food and sushi. Lessee shall not use the Premises for any other purposes, without the prior written consent of Lessor, which consent may be withheld at the sole discretion of Lessor. Lessee also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Lessee shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operate its business in a manner constituting a nuisance of any kind.

3. **TERM.** The initial term of this Lease shall be a five (5) year period commencing [REDACTED] and terminating [REDACTED]. Lessee shall have an option to renew this lease for a second five (5) year term as set forth below in paragraph 25.



4. **RENTAL.** Installments of rent shall be payable in advance and without notice at the office of Lessor at 100 F Street, Salida, CO 81201, or at such other place as Lessor from time to time designates in writing. The monthly rental shall be [REDACTED] due on the 1<sup>st</sup> day of each month. If the Lease commences on any date other than the first day of the month, rent for the first month shall be prorated.

5. **LATE PAYMENT CHARGE.** In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of [REDACTED] will be paid by Lessee. Although a late charge will not be imposed until five (5) days after the due date, as set forth in Section 21A, Lessee shall be in default if Lessee fails to pay monthly rent on the due date.

6. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor, the receipt of which is acknowledged by Lessor, the sum of [REDACTED] as security for the performance of Lessee's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Lessor as provided in this Lease. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall, upon demand, deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the term of this Lease. The deposit will be returned to Lessee within thirty (30) days after the end of the Lease term if all obligations of Lessee have been performed; the Premises are left undamaged, in their original condition, normal wear and tear excepted; and the Premises are thoroughly and professionally cleaned. Retention of said deposit shall not prevent Lessor from recovering additional damages. Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations. Lessor may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to Lessee for the balance.

7. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

A. At no time shall Lessee make any alterations, additions, or improvements in or to the Premises without a written proposal of such changes first being approved by Lessor in writing. Said written proposal shall contain Lessee's promise to pay the full cost of the improvements and shall set forth Lessee's need for the proposed improvements, the material composition, and the decorative coordination to be used. Lessee shall provide Lessor the names and addresses of all persons performing labor or furnishing skill, materials, machinery, or fixtures in the alteration, addition, or improvement of the Premises, as soon as those persons are known. Lessee shall give notice to the aforementioned persons that Lessor's interest shall not be subject to any liens arising from any improvements, repairs, or alterations provided at the request of Lessee. Lessee shall not permit any contractor or subcontractor whose employees are not adequately covered by Workers' Compensation insurance to perform any work on or within the Premises and shall hold harmless and indemnify Lessor with respect to any and all claims of any and all persons who perform work or other services for or for the benefit of Lessee or Lessee's contractors or subcontractors.

B. Should any mechanic's lien be filed against the Premises as the result of any remodeling or alterations done by Lessee at any time following Lessee's taking of possession, Lessee shall, within ten (10) days after demand by Lessor, cause said lien to be released.

C. Any approved alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the Building or any part thereof.

D. All work permitted hereunder shall be carried out and performed in accordance with requirements of applicable federal, state, and local statutes, laws, ordinance, codes, and regulations.

E. Subject to the requirements and restrictions set forth in the foregoing paragraphs A through D of this Section 7, Lessor shall not unreasonably withhold its approval of alterations, additions, or improvements to the Premises which might from time to time be requested by Lessee.

F. Upon the approval of any alterations, Lessor and Lessee must also agree in writing as to whether any such alteration or improvement shall be deemed a fixture which shall remain with the Premises upon termination or shall be deemed to be the personal property of Lessee which will be removed upon termination. The parties shall also set forth in writing the conditions or restoration needed for removal of any such improvement. In the absence of any such written agreement, all improvements and fixtures shall constitute the sole property of Lessor as set forth in Section 8 herein.

8. **FIXTURES.** Any alterations made in the Building by Lessee and any equipment or fixtures built into the Premises by Lessee shall upon the termination of this Lease remain as installed upon the premises in their then existing condition, and shall become the sole property of Lessor, unless otherwise agreed in writing by the parties.

9. **LESSEE'S MAINTENANCE OBLIGATIONS.** Lessee covenants and agrees to comply with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to maintain, repair, replace and keep all exterior signage and the interior of the Premises, and all improvements, fixtures and personal property and equipment therein, in good, safe and sanitary condition, order and repair; to pay all costs and expenses in connection therewith; and to contract for the same in Lessee's own name. All maintenance and repairs by Lessee shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

A. Lessee shall also be responsible for the repair of damages if any damage or defect was caused by the negligence of Lessee or Lessee's employees, agents, contractors, customers, clients, or other invitees, or if the damage or defect is caused by or otherwise due to work performed by Lessee or Lessee's agents or contractors.

B. Lessee shall keep the entire exterior Premises free from all litter, dirt, debris and obstructions and shall keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the Premises are situated. Lessee, at Lessee's sole expense, shall also be responsible for trash removal and janitorial services in the Premises.

C. Lessee shall keep the parking areas, walkways, stairs, stoops, and entry area free from all snow and ice.

D. Lessee agrees to return the Premises at the end of the Lease term, including all fixtures and lease improvements, in the same condition as they were at the commencement of the Lease term, and to maintain them in good working order, subject to normal wear and tear.

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

11. **UTILITIES.** All applications and connections for necessary electricity, gas, telecommunications, internet, and trash service for the Premises shall be maintained in the name of Lessee. From the date Lessee takes possession of the Premises until this Lease is terminated, Lessee shall be solely liable for the payment of all such services, including deposits and charges for facilities and services as such deposits and charges become due and owing. Lessor shall be solely liable for the payment of water and sewer charges for the Premises.

12. **TAXES.**

A. Lessee's Taxes. During the term of this Lease, Lessee shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Lessee's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Lessee's business on the Premises.

B. Real Property Taxes. Lessor shall pay the real property taxes assessed against the Premises.

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

14. **PARKING**. There is no parking assigned to the Premises. Lessee and Lessee's employees and contractors, shall abide by the parking signage and ordinances of the City of Salida.

15. **OTHER COVENANTS OF LESSEE.**

A. Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.

B. No Waste or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

C. No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby Premises.

D. No Unsightliness. Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby Premises. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, junk, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises.

E. No Security Interest. Lessee agrees and warrants that no security interest will or may be granted at any time during the term of this Lease with respect to the Premises or to any fixture to remain part of the Premises pursuant to Section 7 F, and Section 8.

F. Dogs and other Pets. Lessee and Lessee's employees shall not leave dogs, cats, or other pets unattended anywhere on or about the Premises, including the interior or exterior of the Premises or upon the sidewalks adjacent to the Premises.

G. Smoking. Smoking anywhere on the Premises shall be prohibited.



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

16. **WORK ON ADJACENT PREMISES.** Lessee hereby consents to repairs, maintenance, alteration, and construction upon or within Lessor's adjoining condominium unit, provided that any such work does not unreasonably interfere with or disturb the operation of Lessee's use and occupancy of the Premises as permitted hereunder. Ordinary noise attendant to such work shall not be deemed an unreasonable interference or disturbance, so long as such noise is of a reasonably temporary nature.

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

18. **RESERVATIONS AND INSPECTION BY LESSOR.** Lessor and/or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. Lessor shall at all times have the right, at its election, to make such alterations of, changes in, or additions to the Building and any adjoining buildings, not leased to Lessee, as may appear desirable to Lessor, at Lessor's sole expense. Lessor may show the Premises to prospective purchasers and mortgagees, and during the three months prior to termination of this Lease, to prospective tenants, during customary business hours with reasonable notice to Lessee.

19. **LIABILITY OF LESSOR, INDEMNIFICATION, AND INSURANCE.**

A. Except as otherwise provided herein, Lessee shall be in exclusive control and possession of the Premises from the date this Lease is executed until it is terminated. Lessor shall not be liable for any injury or damages to any Premises or to any person on or about the Premises nor for any injury or damage to any Premises of Lessee. Lessor shall not be liable to Lessee for any entry on the Premises for inspection or repair purposes.

B. To the fullest extent permitted by applicable law, Lessee shall hold harmless and indemnify Lessor from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorney fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the Premises, except for injury or damage caused solely by the negligence or willful act of Lessor, (3) Lessee's failure to comply with any law of any governmental authority, or (4) any mechanic's lien pertaining to work, services, or materials contracted for by Lessee or security interest filed against the Premises or

equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Lessee.

C. At all times during the term of this Lease, Lessee shall obtain and maintain a renter's insurance policy insuring all personal property, furnishings, trade fixtures, equipment, inventory, supplies and records that it uses or stores on the Premises against losses due to property damage, fire and casualty.

D. Lessee and Lessee's principals shall obtain and maintain prior to taking possession of the Premises and at all times thereafter during the term hereof, including any optioned term, a liability insurance policy for bodily injury and property damage, all to be in amounts and in forms of insurance policies as may from time to time be required by Lessor, with policy limits acceptable to Lessor.

E. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Lessor, shall require at least 15 days written notice to Lessor of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Lessor and all individuals and entities for whom Lessor is responsible in law. Lessee shall deliver to Lessor, on the commencement date of the term of this Lease and prior to the commencement of any new or additional lease terms, certified copies or other evidence of such policies, or other evidence satisfactory to Lessor that all premiums thereof have been paid and that the policies are in full force and effect. Any default or breach of the insurance requirements of this Lease shall be deemed an immediate default and shall not require Lessor to give notice of default described in Section 21 herein.

F. At all times during the term of this Lease, Lessor shall obtain and maintain a property insurance policy insuring the Premises against losses due to property damage, fire and casualty, as well as extended coverage for the Premises.

G. In the event the Premises shall be damaged by fire or other casualty during the term of the tenancy, in a manner rendering all or a part of the Premises unusable for the intended purpose under this Lease, the parties shall be entitled to exercise the following options:

(a) Lessor may repair the Premises at its own expense. Lessor shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises. If the casualty insurance policy was maintained by Lessee, Lessor shall be entitled to reimbursement not to exceed the total cost of repair to the Premises.

(b) Lessee may repair the Premises at its own expense. Lessee shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises.

(c) If neither party elects to repair the damaged portions of the Premises, by giving written notice of its intent to make the repairs to the other, within thirty (30) days following the date of the damage by fire or other casualty, or if the damage to the Premises cannot be substantially repaired within one hundred eighty (180) days following the date when the Premises were damaged, Lessee or Lessor shall be entitled to declare this Lease null and void.

H. Except in cases where the damage to the Premises was proximately caused by the negligent actions or omissions of Lessee, or its employees, agents, customers, clients, or invitees, Lessee shall be entitled to an abatement of Lessee's obligation to pay rent hereunder as to so much of the Premises as are rendered unusable for their intended purpose under this agreement as a result of fire or other casualty for so long as the Premises remain unusable.

20. **DEFAULT AND REMEDIES.** Each of the following events shall constitute a default or breach of this Lease by Lessee:

A. If Lessee fails to pay Lessor monthly rent within five (5) days of its due date, subject to the late charges set forth in Section 5.

B. If Lessee fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of three (3) days after notice thereof is given by Lessor to Lessee.

C. If Lessee vacates or abandons the Premises.

D. If this Lease or the estate of Lessee hereunder is transferred to or shall pass to any other person or party, except in the manner and to the extent herein permitted.

E. Lessee shall be in default in the event any lien is placed on the business of Lessee, Lessee's assets of any kind, on the Premises, Lessor's real or personal property, whether voluntarily by Lessee or by any creditor, taxing authority, or any party whatsoever.

F. In the event of any default hereunder, as set forth above, the rights of Lessor shall be as follows:

(a) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than five (5) days' notice of the cancellation and termination in accordance with Colorado law, in addition to the time period set forth above in Section 20 A or 20 B, as applicable, and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to Lessee, without prejudice to any claim for rent or for the breach of covenants hereof.

(b) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of default.

21. **LIEN.** Lessor shall have at all times a valid lien for all sums of rent due hereunder from Lessee upon all of the personal property of Lessee situate in the Premises, and said property shall not be removed therefrom without the consent of Lessor until all arrearages in rent shall have first been paid and discharged.

22. **REMEDIES CUMULATIVE.** No reference to nor exercise of any specific right or remedy by Lessor shall prejudice or preclude Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Lessor may from time to time exercise any one or more of such remedies independently or in combination.

23. **ATTORNEY FEES.** If either party fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, then the defaulting party or the party not prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under the Lease, including, without limitation, court costs and reasonable attorney fees, if ordered by the court, in accordance with applicable statute.

24. **SURRENDER AND POSSESSION.** Lessee shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor, including keys and security codes, and improvements constructed and placed thereon by Lessee, except Lessee's personal property and agreed upon trade fixtures, all in good condition and repair. At Lessor's election, any personal property belonging to Lessee, if not removed at or before the termination or forfeiture date (except any property remaining on the Premises due to Lessee's holdover under Colorado law), shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may at its option remove such personal property from the Premises and store it at the risk and expense of Lessee. Lessee shall repair and restore any and all damage to the Premises caused by the removal of equipment and other personal property and trade fixtures or be liable for the costs incurred in such repair or restoration. Lessee shall deliver the Premises back to Lessor in substantially the same condition as exists on the date on the execution of this Lease, normal wear and tear excepted. Lessee shall not, at any time during the term of the Lease or at or after its termination, remove any leasehold improvements, including fixtures physically attached to any portion of the Premises, regardless of whether such leasehold improvements, including fixtures, were installed by Lessee, Lessor, or others, unless agreed to in a signed writing in accordance with Sections 7 F and 8 above. Once



attached, such leasehold improvements, including fixtures, shall become a part of the Premises subject to the terms of Sections 7 F and 8 above.

25. **OPTION TO RENEW.** Lessee shall have the option to renew this Lease at the rental rate of [REDACTED] with all other terms of the Lease to remain the same. To exercise the option, Lessee must give Lessor written notice a minimum of sixty (60) days before the last day of the lease term. Upon delivery of the notice to Lessor, the option shall be deemed irrevocable. After the option is exercised, and before the first day of the renewal term, the parties shall execute a new Lease reflecting the rental increase for the upcoming five-year term. The renewal Lease may also contain provisions for a renewal option, with terms as agreed to between the parties. Any modifications to other terms of the Lease shall be subject to a signed, written agreement between the parties, which may be evidenced in the new Lease or by addendums to this Lease.

26. **HOLDING OVER.** It is mutually agreed that if, after the expiration of this Lease term, Lessee shall remain in possession of the Premises, without a written agreement as to such holding, and Lessor accepts rent from Lessee, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1<sup>st</sup> day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 25 shall be construed to alter or impair any of Lessor's rights of re-entry or eviction or constitute a waiver thereof.

27. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor. Lessee and all guarantors shall remain responsible for the lease payments and all other terms of this Lease under any approved sublease agreement. In addition, no assignment for the benefit of creditors or by operation of law shall be effective to transfer any rights to the said assignees without the prior written consent of Lessor first having been obtained.

28. **LESSOR'S ASSIGNMENT.** Lessor may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Lessor from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this Lease, express or implied, and Lessee shall thereafter look solely to Lessor's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Lessee shall attorn to Lessor's successor in interest thereunder.

29. **SUCCESSORS.** Subject to the restrictions of Section 27 above, the covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

30. **CONDEMNATION.** In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to Lessor hereunder, Lessee waiving all right to any such payments.

31. **LESSEE'S BANKRUPTCY OR INSOLVENCY.** If Lessee shall be declared insolvent or bankrupt, or if any assignment of Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of Lessee, whether under the operation of the state or the federal statutes, then and in any such case, Lessor may at its option immediately, with or without notice (notice described in Section 21 above being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of Lessee hereunder.

32. **WAIVER.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Lessee or acceptance by Lessor, of a lesser amount than due shall be treated only as a payment on account.

33. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Lease shall be interpreted as though such invalid agreements or covenants are not contained herein.

34. **NOTICES.** All notices required to be given in this Lease shall be in writing deposited in the United States Mail, certified, with postage prepaid, and addressed to the parties at their respective addresses set forth herein, or notices may be delivered by e-mail or other electronic delivery with verified receipt, or maybe hand-delivered to the principal office of the party, or hand delivered to a principal or manager of the party.

35. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Lease.

36. **ESTOPPEL STATEMENTS.** Lessee shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Lessor, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Lessee's lease and occupancy of the Premises reasonably required by Lessor.

37. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado. All questions in dispute under this Lease between the parties shall be settled with venue in Chaffee County, Colorado.

38. **COUNTERPARTS.** This Lease may be executed in counterparts, in which case each such counterpart shall be construed as an original. Facsimile and electronic signatures shall be equally as binding as original signatures.

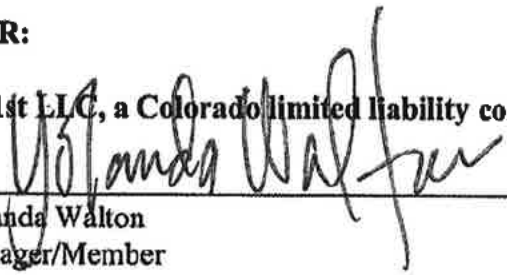
39. **INDEPENDENT COUNSEL.** The parties acknowledge and agree that Powell & Murphy, P.C. represents Lessor. Lessee understands Lessee's right to seek independent counsel if so desired.

40. **ENTIRE AGREEMENT.** This Lease sets forth all the covenants, provisions, agreements, conditions, and understandings between the parties, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. Any modifications of this Lease must be in writing and signed by the parties.

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

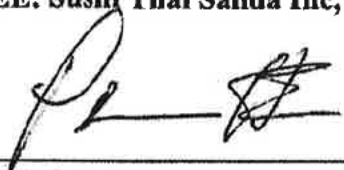
**LESSOR:**

123 W 1st LLC, a Colorado limited liability company

By:   
Yolanda Walton  
Its: Manager/Member

Date: 1/11/21

**LESSEE: Sushi Thai Salida Inc, a Colorado corporation**

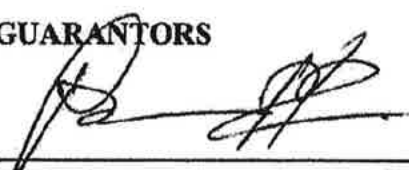
By:   
Patcharin Khangrang  
Its: President

Date: 01/11/21

By: PIMARA WIPAN-NGERN  
Pimara Wipan-Ngern  
Its: Vice President

Date: 01-11-21

**GUARANTORS**

  
Patcharin Khangrang, Individually

Date: 01/11/21

PIMARA WIPAN-NGERN  
Pimara Wipan-Ngern, Individually

Date: 01-11-21

# BYLAWS OF INCORPORATION

## BYLAWS OF

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Colorado.

### NAME

The name of the corporation shall be Sushi Thai Salida Inc

### NATURE OF BUSINESS

This corporation may engage in and provide Food Service/Restaurant permitted under the laws of the United States, the State of Colorado, or any other state, county, territory or nation.

### SHAREHOLDER MEETINGS.

Regular meetings of the shareholders need not be held unless resolved by the Board. Special meetings of the shareholders may be called at any time by the president, a member of the Board of Directors, or any shareholder or shareholders owning ten percent (10%) or more of the stock.

### CAPITAL STOCK.

10,000 Shares of common stocks were authorized and issued at par value of \$ 1.00.

A. Distribution of Shares. 5,100 shares will be issued to Patcharin Khangrang.  
4,900 shares will be issued to Pimara Wipan-Ngern.

B. Place of Shareholder Meetings. The Board of Directors may designate any place, within the State of Colorado, as the place of meeting for any meeting of the shareholders called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, within the United States, as the place for the holding of such meeting. If no designation is made, or if a meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Colorado.

C. Notice of Shareholder Meetings. Written or printed notice stating the place,



day and hour of the meeting, and the purpose for which the meeting is called, shall be delivered not less than five (5) nor more than sixty (60) days before the date of any meeting other than an adjourned meeting, either personally or by mail, by or at the direction of the President, or the secretary, or the officer or persons calling the meeting, to each shareholder or record entitled to vote at such meeting. If mailed such notice shall be deemed to be delivered two (2) days after it was deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of corporation.

**D. Waiver of Notice for Shareholder Meetings.** Any notice of meeting may be waived. A waiver of notice by a shareholder entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally or by attendance. Attendance by a shareholder at a meeting is a waiver of notice of that meeting, except where the shareholder objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

**E. Quorum at Shareholder Meeting.** A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice.

**F. Business Transacted at Shareholder Meetings.** At any regular meeting of shareholders there shall be an election of qualified successors for directors who serve for an indefinite term or whose terms have expired. The business transacted at a special meeting is limited to the purpose stated in the notice of the meeting. Any business transacted at a special meeting that is not included in those stated purposes is voidable by or on behalf of the corporation, unless all of the shareholders have waived notice of meeting in accordance with section C above.

#### **TERM OF EXISTENCE**

This corporation shall exist perpetually.

#### **LIMITATION OF LIABILITY**

Each director, stockholder and officer, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him

In connection with the defense of, or for advice concerning any claim asserted or proceeding brought against him by reason of his being or having been a director, stockholder or officer of the corporation or of any subsidiary of the corporation, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law.

**REGISTERED AGENT.**

The Corporation registered agent is Patcharin Khangrang.

**THE BOARD OF DIRECTORS.** Subject to the provisions of the shareholder control agreement, the business and affairs of the corporation shall be managed by its Board of Directors.

A. **Number of the directors.** This corporation shall have a minimum of one director. The initial Board of directors shall consist of:

Patcharin Khangrang: President  
Pimara Wipan-Ngern: Vice President/Secretary

B. **Regular Board Meetings.** Regular meetings of the directors need not be held unless resolved by the board. If they are to be held, regular meeting of the Board of Directors shall be held at such times and places as may be designated by the Board of Directors.

C. **Special Board Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any director.

D. **Notice of Board Meetings.** Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered two (2) days after deposit in the United States mail so addressed, with postage prepaid thereon.

E. **Quorum at Board Meetings.** A majority of the members of the Board of Directors currently holding office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

F. **Manner of Acting as a Board.** The act of the majority of the director present at

a meeting at which a quorum is present shall be the act of the Board of Directors. A director may have given advance written consent or opposition to a proposal to be acted on at a board meeting.

**G. Compensation of Directors.** Except as otherwise determined by a resolution passed by the Board of Directors by not less than a majority vote, no director shall be paid any compensation for attending a meeting of the board.

**H. Vacancies on the Board.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors. A director elected to fill a vacancy shall be elected for an indefinite term and shall hold office until his or her successor is elected and qualified.

**I. Conflict, Procedure When Conflict Arises.** A contract or other transaction between a corporation and one or more of its directors, or between a corporation and an organization in or of which one or more of its directors and directors, officers, or legal representatives or have a material financial interest, is not void or voidable because the director or directors or the other organizations are parties or because the director or directors are present at the meeting of the shareholders or the board or a committee at which the contract or transaction is authorized, or ratified.

If:

1. The contract or transaction was fair and reasonable as to the corporation at the time it was authorized, approved, or ratified and
2. The material facts as to the contract or transaction and as to the director's or directors' interest are fully disclosed or known to the stockholders and the contract or transaction is approved in good faith by the holders of a majority of the outstanding shares, but shares owned by the interested director or directors shall not be counted in determining the presence of a quorum and shall not be voted; or
3. The material facts as to the contract or transaction and as to the director's or directors' interest are fully disclosed or known to the board or a committee, and the board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a majority of the board or committee, but the interested director or directors shall not be counted in determining the presence of a quorum and shall not vote.

**J. Material Financial Interest.** For purpose of the preceding provision:

1. A director does not have a material financial interest in a resolution fixing



the compensation of the director or fixing the compensation of another director as a director, officer, employee, or agent of the corporation, even though the first director is also receiving compensation from the corporation; and

2. A director has a material financial interest in each organization in which the director, or the spouse, parents, children and spouses of children, brothers and sisters and spouses of brothers and sisters of the director, or any combination of them have a material financial interest.

**OFFICERS.** The offices of the corporation shall be established by action of the Board Officers and assistant officers, as may be deemed necessary from time to time, maybe elected or appointed by the Board of Directors. Any two (2) or more officers may be held by the same person.

**A. Election and Term of Office.** The officers of the corporation shall hold office until their successors are elected and qualified.

**B. Salaries.** The salaries, if any, of the officers shall be such as may from time to time be fixed by action of the Board of Directors.

**C. Duties.** The following generally describes the responsibilities of officers, if so established and elected or appointed by the Board:

1. **President.** The president shall: a) Have general active management of the business of the corporation; b) When present, preside at all meetings of the Board and of the shareholders; c) See that all orders and resolutions of the Board are carried into effect; d) Subject to restrictions imposed by the Board, sign and deliver in the name of the corporation any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Articles.

2. **Vice President.** The Vice President shall perform any special responsibilities as the Board may direct and shall assume the responsibilities of the President in the event of any involuntary absence of the President.

3. **Secretary-Treasurer.** The secretary-Treasurer shall: a) Keep accurate financial records for the corporation; b) Deposit all money, drafts and checks in the name of and to the credit of the corporation in the banks and depositories designated by the Board; c) Endorse for deposit all notes, checks, and drafts received by the corporation as ordered by the Board, making proper vouchers therefore ; d) Disburse corporate funds and issue checks and drafts in the name of the corporation, as ordered by the Board; e) Render to the President and the Board, whenever requested, an account of all transactions by the Secretary-

Treasurer and of the Financial condition of the corporation; and f) Perform other duties prescribed by the Board or by the President.

### SELF DEALING

No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation is or are interested in a contract or transaction, or are directors or officers of any other corporation, and any director or directors, individually or jointly, may be a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and each and every person who may become a director of the corporation is hereby relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he maybe in any way interested. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact that he is also a director of such subsidiary or corporation.

### INCORPORATORS

**Names:**

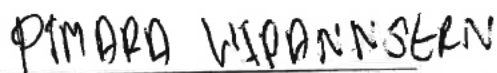
Patcharin Khangrang  
Pimara Wipan-Ngern

IN WITNESS WHEREOF, the undersigned has here unto set their hands and seal  
On this 12/03/2020  
CORPORATION of Sushi Thai Salida Inc. of State of Colorado

### SIGNATURE OF INCORPORATORS



Patcharin Khangrang, **President**



Pimara Wipan-Ngern, **Vice President/Secretary**