



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	July 18, 2023

ITEM

New Tavern Liquor License request for Tunnybuns LLC/Jost Partners LLC dba Little Red Hen Bakery at 302 G Street.

BACKGROUND

A new Colorado Tavern Liquor License application was filed with the City Clerk on June 9, 2023. The Notice of Public Hearing was published on June 16, 2023 and the premises was posted timely.

All proper fees have been remitted to the City and State of Colorado.

A Tavern license differs from a Hotel and Restaurant license as the establishment shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption, like a Hotel and Restaurant license.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for Tunnybuns LLC/Jost Partners LLC dba Little Red Hen Bakery at 302 G Street.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Tavern Liquor License request for Tunnybuns LLC/Jost Partners LLC dba Little Red Hen Bakery at 302 G Street.” followed by a second and roll call vote.

Colorado Liquor Retail License Application



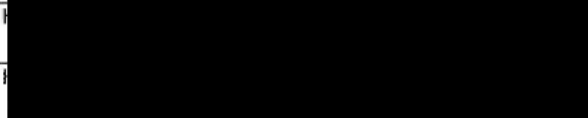
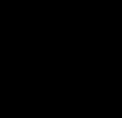

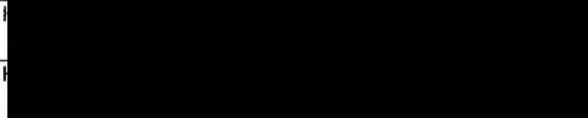
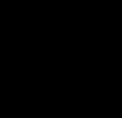

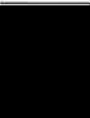
<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Tunnybuns LLC			FEIN Number <div style="background-color: black; width: 100px; height: 1.2em;"></div>
2a. Trade Name of Establishment (DBA) Little Red Hen Bakery		State Sales Tax Number 31780213-0000	Business Telephone 719-539-2401
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 302 G Street			
City Salida	County Chaffee	State CO	ZIP Code 81201
4. Mailing Address (Number and Street) 302 G Street	City or Town Salida	State CO	ZIP Code 81201
5. Email Address emily@littleredhensalida.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) N/A		Present State License Number N/A	Present Class of License N/A
Present Expiration Date N/A			
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
<input type="checkbox"/> Application Fee for New License \$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00 <input type="checkbox"/> Application Fee for Transfer \$1,100.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$30.00 <input type="checkbox"/> Manager Registration - Tavern \$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input checked="" type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00	
Section B Liquor License Fees*			
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50			
* Note that the Division will not accept cash			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

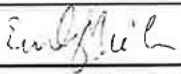
Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input 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)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input checked="" type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name Little Red Hen Bakery	Type of License Tavern License - City	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
		or		
Waiver by local ordinance?		<input type="checkbox"/> <input type="checkbox"/>		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> NA		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> NA		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		NA <input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Beekeeper's Honey Boutique	Tenant Little Red Hen Bakery	Expires 02/28/2024		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 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 N/A	First Name N/A	Date of Birth N/A	FEIN or SSN N/A	Interest/Percentage N/A
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				<input type="checkbox"/> <input checked="" type="checkbox"/>
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

Name Little Red Hen Bakery	Type of License Tavern License - City	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/> If "yes" a copy of license must be attached. NA				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <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? d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? NA <input type="checkbox"/> <input type="checkbox"/>				
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: NA 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"/>				
22. Campus Liquor Complex applicants answer the following: NA a. Is the applicant an institution of higher education? <input type="checkbox"/> <input type="checkbox"/> b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> <input type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Walker	First Name of Manager Emily			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No a. Is the related facility located within the boundaries of the Campus Liquor Complex? <input type="checkbox"/> <input checked="" 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. Designated Manager for Related Facility- Campus Liquor Complex NA				
Last Name of Manager	First Name of Manager			
26. Tax Information. Yes No a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> <input checked="" type="checkbox"/>				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Emily Walker	Home Address, City & State 	DOB 	Position Member	%Owned 41
Name Andrew Walker			Position Member	%Owned 39
				
Name	Home Address, City & State	DOB	Position	%Owned

Name Little Red Hen Bakery	Type of License Tavern License - City	Account Number								
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>										
Oath Of Applicant										
<p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>										
Authorized Signature 	Printed Name and Title Emily Walker, Member	Date 05/26/23								
Report and Approval of Local Licensing Authority (City/County)										
Date application filed with local authority 6/19/23	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 7/18/23									
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input checked="" type="checkbox"/> Fingerprinted</p> <p><input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>										
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? NA</p> <p><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? NA</p> <p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? NA</p>		<table border="0"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No									
<input type="checkbox"/>	<input type="checkbox"/>									
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<input type="checkbox"/>	<input type="checkbox"/>									
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>										
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County								
Signature	Print	Title Date								
Signature	Print	Title Date								

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PUBLIC NOTICE PURSUANT TO THE LIQUOR LAWS OF COLORADO

Pursuant to the Liquor Laws of the State of Colorado, Tunnybuns LLC dba Little Red Hen, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 302 G Street, Salida, CO 81201. A hearing on the application received June 9, 2023 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, July 18th. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Premises Posted by July 7, 2023

Published in The Mountain Mail June 16, 2023



COLORADO
GROWN

Come In

OPEN DAILY

WE'RE

OPEN

PUBLIC NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

**TUNNYBUNS LLC
DBA: LITTLE RED HEN**

OWNER: Emily Walker, Andrew Walker and Josh Parsons LLC
Address: 302 G Street

HAS REQUESTED THE CITY OF SALIDA
LOCAL LICENSING ACTIVITY TO

LICENSE AT 302 G Street
TO SERVE ALCOHOL BEVERAGES BY THE DRINK FOR
CONSUMPTION ON THE PREMISES

HEARING ON APPLICATION (DATED June 9, 2023)
TO BE HELD AT THE CITY COUNCIL MEETING, 448 E 1st STREET, ROOM 100

6:00pm-TUESDAY, July 18, 2023

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,

Tunnybuns LLC

is a

Limited Liability Company

formed or registered on 01/01/2019 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 20188008166 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/24/2023 that have been posted, and by documents delivered to this office electronically through 05/26/2023 @ 13:43:13 .

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 05/26/2023 @ 13:43:13 in accordance with applicable law. This certificate is assigned Confirmation Number 15014511 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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

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,

Jost Partners LLC

is a

Limited Liability Company

formed or registered on 08/22/2022 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 20221801132 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/18/2022 that have been posted, and by documents delivered to this office electronically through 08/22/2022 @ 13:39:49 .

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 08/22/2022 @ 13:39:49 in accordance with applicable law. This certificate is assigned Confirmation Number 14254221 .



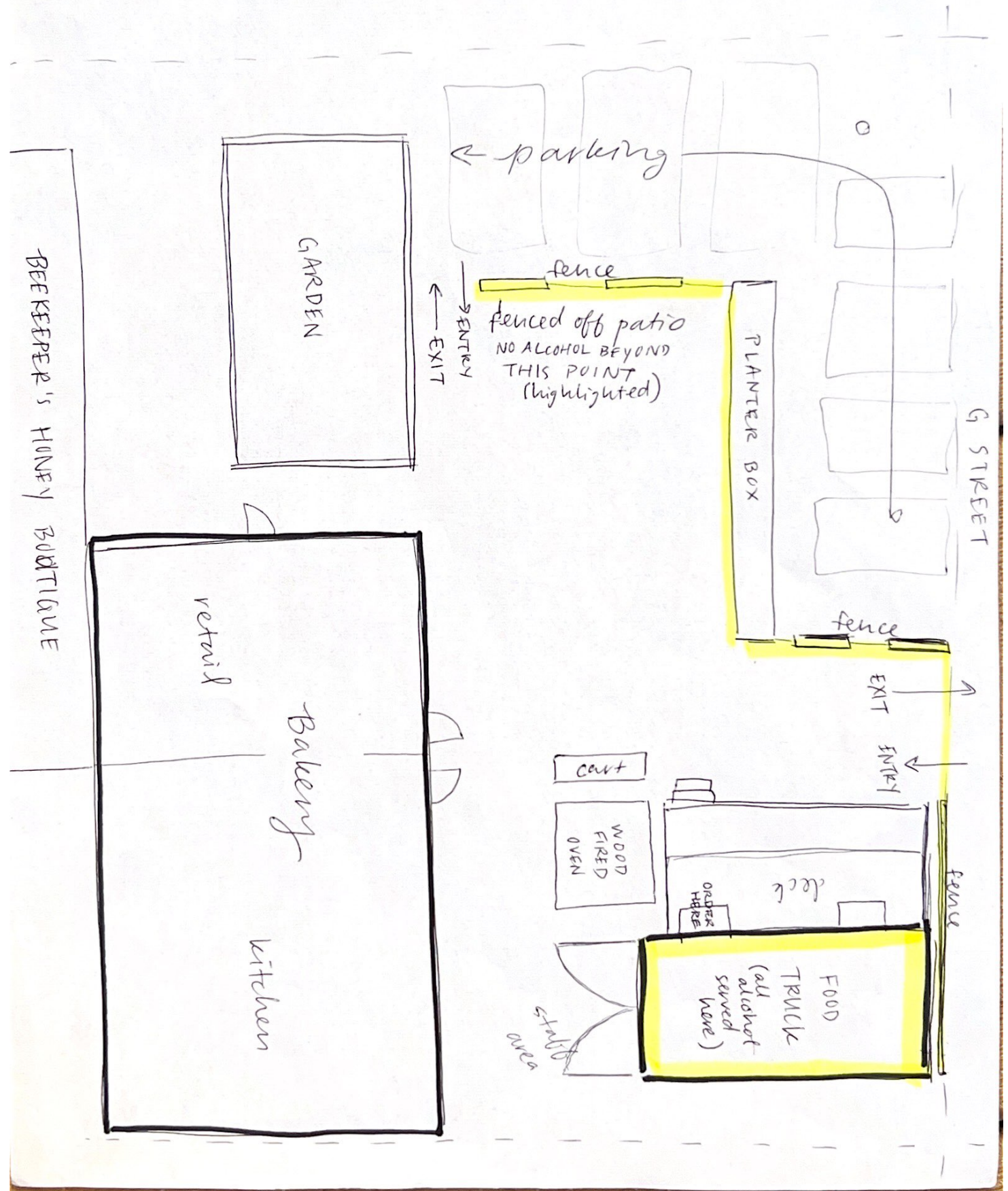
Jena Griswold

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."

3RD STREET



Commercial Lease Agreement

This Commercial Lease Agreement (the "**Lease**") is entered into and made effective as of March 1, 2019 (the "Effective Date"), by and between The Beekeeper's Honey Boutique, LLC (the "**Landlord**") whose address is 209 West 3rd Street, Salida, CO 81201, and Tunnybuns, LLC, d/b/a, "The Little Red Hen Bakery" (the "**Tenant**"), whose address is [REDACTED] Salida, CO 81201, singularly a "**Party**" and collectively the "**Parties**."

Recitals

Whereas, Landlord is the owner of that certain commercial real property commonly known and numbered as 302 G Street, Salida, Colorado 81201 (the "**Property**").

Whereas, Landlord desires to make the portion of the Property available for lease for commercial baking purposes and retail sales of same (the "Leased Premises"), see attached Exhibit A depicting the Leased Premises.

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

Now therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Lease Terms and Conditions

1. Term of Lease and Contingency

1. Initial Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for the "**Initial Term**" beginning March 1, 2019, and ending Thursday, February 29, 2024 at midnight. If the Parties agree, they may renew this lease for an additional five-year term after giving each Party written notice of intent to renew no less than six months prior to the expiration of the Initial Term. Landlord shall give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay.

2. Rental and Security Deposit

2.1. Rental Rate. Tenant shall pay to Landlord, during the Initial Term an amount of [REDACTED] per month. This rate shall apply for the first 36 months of the Initial Term. Thereafter, the Rental Rate shall be increased each year thereafter by an amount no greater than the Denver/Boulder/Greeley Consumer Price Index (CPI) from the previous year. Each installment payment shall be due in advance, without demand, on the 1st day of each calendar month during the Lease term to Landlord at:

[REDACTED]



or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months, if any, included in the lease term shall be prorated on a daily basis.

2.2 Security Deposit. At the time of the signing of this Lease, a security deposit of [REDACTED] shall be due to be held and disbursed for Tenant damages to the Premises (if any), and non-payment of rent, as provided by law. Damages include, but are not limited to, broken fixtures, windows, doors, plumbing and torn carpet, excepting normal wear and tear.

3. Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part, without Landlord's prior written consent, with such consent not to be unreasonably withheld or delayed.

4. Repairs and Maintenance

4.1 Landlord's Repair and Maintenance Obligations. Landlord's obligations for repairs and maintenance to the Leased Premises shall include:

- The roof, outside walls, and other structural parts of the building;
- The sewer, water pipes, and other matters related to plumbing outside of the building; however, any blockages caused by Tenant shall be at the expense of Tenant;
- Replacement of the hot water tank should it be rendered irreparable and unusable;
- The electrical wiring of the building, but not any wiring related to Tenant's business or issues caused by Tenant's personal property to wiring of the Leased Premises; and
- Periodic maintenance of the heating HVAC system that is a fixture of the Leased Premises.

4.2 Exterior Maintenance. Tenant shall be responsible for snow and ice removal on the sidewalk in front of the Premises. Regardless if Tenant hires a third party to remove snow and ice, or if Tenant undertakes the removal themselves, no salt or other chemicals may be used for any snow and ice removal from concreted areas at any time.

4.3 Tenant's Repair and Maintenance Obligations. Tenant's obligations for repairs and maintenance to the Leased Premises shall include all other items of maintenance not specifically delegated to Landlord under this Lease. The Tenant shall be responsible for regular maintenance and repairs on the interior of the Leased Premises including, but not limited to:

- Lighting and bulb replacement, including light fixtures;
- Cleaning and trash removal;

- Plumbing, toilets, washbasins, faucets, sewer problems, and unclogging of drains;
- Repair and maintenance of broken windows, doors, locks, and cabinetry if damage is caused by Tenant or Tenant's customers or invitees. Any water spillage must be cleaned in a timely manner to avoid any damage to cabinetry;
- Repairing any problems caused by Tenant's use of HVAC system;
- Contributing to the cost of cleaning, or having cleaned, the foyer in one-third the amount needed to accomplish such cleaning on a regularly scheduled basis.
- Repairing any damage caused by the use of Tenant's baking, cooking and refrigeration units.

5. Alterations and Improvements

Tenant, at Tenant's expense, shall have the right, following Landlord's prior written consent, to remodel, redecorate, and make additions, improvements and replacements to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner, utilizing good quality materials, and in full compliance with all ordinances, rules, regulations and laws of all public authorities. Any plumbing or electrical work must be completed by Colorado licensed contractors. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair and repaint all damage to the Leased Premises caused by such removal at Tenant's expense. Not later than the last day of the Term, Tenant shall, at Tenant's expense, remove all of Tenant's personal and trade property and furniture and those improvements made by Tenant which have not become the property of Landlord, including trade fixtures, movable paneling, partitions, and the like and repair and repaint all damage to the Leased Premises caused by such removal at Tenant's expense.

Tenant shall surrender the Leased Premises in as good condition as they were at the beginning of the term, reasonable wear excepted, and damage by fire, the elements, casualty, or other causes not due to the misuse or neglect by Tenant or Tenant's agents, employees, visitors, or licensees, excepted. All property of Tenant remaining on the Leased Premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal.

6. Property Taxes

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

7. Insurance

7.1 Landlord's Duty to Insure for Damage. Landlord shall maintain fire and extended coverage insurance on the Property and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

7.2 Tenant's Duty to Insure for Liability. Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to all of its activities in the Leased Premises with the premiums thereon fully paid on or before due date. Such insurance shall afford minimum protection of not less than [REDACTED] combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph at Lease signing and upon Landlord's request. Certificates shall provide for a ten-day advance written notice to the Landlord in the event of cancellation or material change of coverage. Landlord shall be named as "Additionally Insured" on the Tenant's policy.

8. Utilities

Tenant shall pay for all charges for water, sewer, gas, electricity, and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlords' reasonable opinion, overload the wiring or interfere with electrical services.

9. Signs

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant and approved by Landlord in writing, any signs which are permitted by applicable zoning ordinances, permits, and other restrictions. Tenant shall repair any damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect or exhibit the premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the Property, to post such notices as Landlord may deem necessary to protect Landlord against loss from liens of laborers, contractors or others, and for the purpose of permitting or facilitating Landlord's performance of its obligations hereunder, or for any other reasonable purpose, provided that Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. In non-emergency situations, Landlords shall provide Tenant with 24 hours notice before exercising any right to enter. However, should an emergency arise that threatens to damage the Leased Premises or cause harm to the Tenant or Tenant's business, Landlord shall have the right to enter the Leased Premises immediately. If Tenant re-keys any exterior door locks, Tenant shall immediately provide to Landlord three copies of such new keys.

11. Parking

Tenant shall have the right to use the parking spaces in front of the Leased Premises for Tenant's use and use by Tenant's customers and/or guests when available. The Parties acknowledge that aside from parking immediately in front of the Premises, there is no private parking for the Leased Premises, and that parking is public, street parking. Disabled vehicles of any kind are prohibited from being parked or abandoned on the premises. Only functioning vehicles used on a daily basis for employees are permitted on the premises parking areas.

12. Damage and Destruction

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payment, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. Default

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for ten (10) days after written notice thereof shall have been given to Tenant by Landlord, then Tenant shall pay a late charge in the amount of ten percent (10%) of the outstanding delinquency, but not more than [REDACTED] for any one month. This charge is in addition to any other rights or remedies of the Landlord.

Additionally, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for ten (10) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Each of the following shall be deemed an Event of Default:

- a. Default in the payment of Rent or other payments hereunder.

- b. Default in the performance or observance of any covenant or condition of this Lease by Tenant to be performed or observed.
- c. Abandonment of the premises by Tenant.
- d. The filing or execution or occurrence of:
 - i. Filing a petition in bankruptcy by or against Tenant.
 - ii. Filing a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
 - iii. Adjudication of Tenant as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
 - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
 - v. A petition or other proceeding by or against Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all its property.
 - vi. A petition or other proceeding by or against Tenant for its dissolution or liquidation, or the taking of possession of the property of the Tenant by any governmental authority in connection with dissolution or liquidation.

14. Acceleration

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

15. Repossession

Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the Landlord may enter forthwith, without further demand or notice to Tenant, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of Landlord hereunder.

16. Landlord not liable for injury or damage to persons or property

Tenant shall keep and hold Landlord and its agents, servants, and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Leased Premises, as a proximate result of the acts or omissions of Tenant, its agents, servants, or employees, or arising out of the operations of Tenant upon and about the Leased Premises, excepting such liability as may result from the sole

negligence of Landlord, its servants, agents or employees. The indemnity provision set forth herein shall survive the expiration or early termination of this Agreement. Notwithstanding the above provision, Tenant shall not be liable for any environmental claim, action, loss, damage, injury, liability, penalty, fine or attorney's fee directly attributable to: (i) a pre-existing condition on, under or about the Leased Premises not previously occupied by the Tenant; (ii) the acts of a third party that is not in any way connected with Tenant's use and occupancy of the Leased Premises, unless in either case, the condition is negligently or intentionally exasperated by the Tenant; or (iii) the Landlord's negligence or willful misconduct.

17. Holdover

If Tenant shall holdover after the expiration of the Term hereof, with the consent of Landlord, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and Tenant agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this Lease for the time Tenant holds over. Landlord shall have the right to reasonably increase the Rent for the holdover period. Tenant shall be entitled to possession until Landlord has given Tenant 30 days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If Tenant shall hold over without the consent of Landlord, express or implied, then Tenant shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to Landlord.

Tenant's holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the Landlord, and Tenant shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to Landlord, without limitation to Tenant's remedies and rights of recovery under applicable law.

18. Quiet Possession

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

19. Condemnation

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

20. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building and to any renewals, refinancing and extensions thereof.


21. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

The Beekeeper's Honey Boutique, LLC
209 West 3rd Street
Salida, CO 81201

If to Tenant to:

Tunnybuns, LLC, d/b/a The Little Red Hen Bakery


Landlords and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

22. Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. Successors and Assigns

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Performance

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

27. Compliance with Law

Tenant shall comply with all state and local laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all state and local laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

28. Entire Agreement

This Lease is the entire agreement between the parties relating to the subject hereto and terminates and supersedes any and all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

29. Governing Law, Venue and Jury Trial Waiver

This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, with venue for any dispute hereunder residing solely in the District Court for Chaffee County, Colorado.

EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY SUIT, CLAIM, CAUSE OF ACTION OR OTHER ACTION TO ENFORCE ANY TERM OR CONDITION OF THIS LEASE OR OTHERWISE ARISING OUT OF OR RELATED TO THIS LEASE.

30. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

31. Facsimile/E-mail Signatures

The Parties agree that, with respect to this Lease and all documents referenced herein, the delivery of signatures by facsimile or e-mail shall be deemed the same as delivery of original signatures.

32. Warranty of Authorities

The Parties to this Lease, and each of them, expressly warrant and represent to the other parties that it has the full right, title and authority to enter into this Lease as provided herein and that no approvals or consents of any other persons, entities or agencies are necessary to effectuate the same.

33. Attorneys' Fees

In the event any litigation or other proceeding is brought for the interpretation or enforcement of this Lease or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses actually incurred in initiating or responding to such proceeding, in addition to any other relief to which such party may be entitled.

34. Other Provisions

34.1 ADA Compliance. Tenant shall not cause or permit any violation of the Americans with Disability Act (the "ADA") to occur on, or about the Leased Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses that arise during or after the Term as a result of such violation.

34.2. Hazardous Materials Prohibited. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches any of the foregoing clause, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

35. Parties Have Read Lease.

THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES STATE THEY HAVE READ AND THOROUGHLY UNDERSTAND THE PROVISIONS OF THIS LEASE, THEY HAVE HAD THE OPPORTUNITY TO DISCUSS IT WITH COUNSEL, AND THEY ARE EXECUTING IT OF THEIR OWN FREE WILL.

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

LANDLORD:

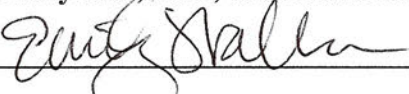
The Beekeeper's Honey Boutique, LLC



Jamie Johnston, Managing Member

TENANT:

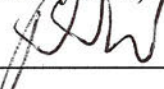
Tunnybuns, LLC, d/b/a Little Red Hen Bakery



Emily Walker, Managing Member


TENANT:

Tunnybuns, LLC, d/b/a Little Red Hen Bakery



Andrew Walker, Managing Member

TENANT:



Andrew Walker, an Individual

TENANT:

A handwritten signature in black ink, appearing to read "Emily Walker", is written over a horizontal line.

Emily Walker, an Individual