LIQUOR AUTHORITY

TUESDAY, MAY 7, 2024

AGENDA

REGULAR MEETING

Tuesday, May 7, 2024 | **1:30 PM** | **Hearing Room**

Disclaimer - This packet is provided for informational purposes only and is subject to change. Some documents may have been unavailable at the time this agenda was prepared. For additional information, contact the responsible staff person.

1:30 PM

1. Call to Order

a. Pledge of Allegiance

b. Attorney Certification of Agenda

c. Commissioners' Disclosure for Items on This Agenda

2. Consent Agenda

a. Approval of Minutes from March 5, 2024

Attachments: Minutes Liquor Authority 03.05.2024

3. Regular Agenda

a. The Sports Lounge Off Broadway - Hotel and Restaurant Violation - Project File: LL2017-098.
Samantha Jarocki, Public Outreach Planner — *Department of Community Development*

Attachments: Staff Report: The Sports Lounge Off Broadway Violation

b. Olive Juice Beauty Bar - Beer and Wine Liquor License - Project File: LL2024-020.
Samantha Jarocki, Public Outreach Planner — *Department of Community Development*

Attachments: Staff Report: Olive Juice Beauty Bar Liquor License

4. Adjournment

MEETING DATE: May 7, 2024

DESCRIPTION: Approval of Minutes from March 5, 2024

ATTACHMENTS:

Minutes Liquor Authority 03.05.2024

LIQUOR AUTHORITY

TUESDAY, MARCH 5, 2024

MINUTES

Tuesday, March 5, 2024	1:30 PM	Hearing Room

1. Call to Order

PRESENT Chairperson George Teal
Commissioner Lora Thomas
EXCUSED Commissioner Abe Laydon

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Kelly Dunnaway, County Attorney's Office, said that all items on today's agenda have been properly noticed and the Board has jurisdiction to proceed.

c. Commissioners' Disclosure for Items on This Agenda

2. Consent Agenda

a. Approval of Minutes from January 2, 2024.

This is Motion No. 024-031

Commissioner Thomas moved that the Board approve Item "a" of the Consent Agenda.

RESULT: ADOPTED
MOVER: Lora Thomas
SECONDER: George Teal
AYES: Teal, Thomas
EXCUSED: Laydon

3. Regular Agenda

Commissioner Teal asked all those testifying today to stand and raise their right hand. He asked them all if they promise to tell the whole truth and nothing but the truth.
Those individuals testifying stood, raised their right hand and stated: "I do."

a. Saffron - Indian Fusion Flair - Hotel and Restaurant Liquor License - Project File: LL2023-078.

Samantha Jarocki, Department of Community Development, addressed the Board to present on this Item.

Patrick Maroney, Alcohol Petitioning Services, addressed the Board to present the results of the petition he completed regarding this application.

Krishna Sharma, DBA Saffron Indian Fusion Flair, applicant, addressed the Board to present on this Item.

Commissioner Thomas asked the applicant a series of questions.
Mr. Sharma answered the Commissioner's questions.

Public Comment: None

Commissioner Teal asked the applicant if they are in agreement with the 2 conditions as presented by staff.
Mr. Sharma agreed to the conditions as presented.

Commissioner Thomas commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 024-032

Commissioner Thomas moved that the Board approve Saffron-Indian Fusion Flair - Hotel and Restaurant Liquor License, with 2 conditions as presented - Project File: LL2023-078.

RESULT: ADOPTED
MOVER: Lora Thomas
SECONDER: George Teal
AYES: Teal, Thomas
EXCUSED: Laydon

b. RDB Properties, LLC - Hotel & Restaurant Liquor License Transfer - Project File: LL2023-077.

Samantha Jarocki, Department of Community Development, addressed the Board to present on this Item.

Commissioner Thomas asked a clarifying question.
Russell D. Berget, applicant, addressed the Board to answer the Commissioner's question.

Commissioner Teal asked a clarifying question.
Ms. Jarocki answered the Commissioner's question.

Commissioner Teal asked a clarifying question.
Mr. Berget answered the Commissioner's question.

Public Comment: None

Commissioner Teal commented on this Item.

This is Motion No. 024-033

Commissioner Thomas moved that the Board remove the previously imposed Condition that the applicant, RDB Properties, LLC, has no relevant criminal history, and to reaffirm the previous approval of the Hotel & Restaurant Liquor License Transfer - Project File: LL2023-077, in the absence of the Condition.

RESULT: ADOPTED
MOVER: Lora Thomas
SECONDER: George Teal
AYES: Teal, Thomas
EXCUSED: Laydon

c. High Society Pizza, LTD - Beer & Wine Liquor License Transfer - Project File: LL2024-005.

Samantha Jarocki, Department of Community Development, addressed the Board to present on this Item.

Commissioner Thomas asked the applicant a series of questions.
Keith Naegel, Evergreen, applicant, addressed the Board to answer the Commissioner's questions.

Public Comment: None

Commissioner Teal asked the County Attorney's Office a clarifying question.
Kelly Dunnaway, County Attorney's Office, addressed the Board to answer the Commissioner's question.
Ms. Jarocki, addressed the Board to help answer the Commissioner's question.

Commissioner Thomas commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 024-034

Commissioner Thomas moved that the Board approve High Society Pizza, LTD - Beer & Wine Liquor License Transfer - Project File: LL2024-005.

RESULT: ADOPTED
MOVER: Lora Thomas
SECONDER: George Teal
AYES: Teal, Thomas
EXCUSED: Laydon

d. Oakwell Beer Spa of South Denver - Beer and Wine Liquor License - Project File: LL2023-071.

Samantha Jarocki, Department of Community Development, addressed the Board to present on this Item.

Commissioner Thomas commented on this Item.

Eva Garretson, Liquor Licensing Professionals DBA Liquor Pros, 5515 SaddleRock Place, Colorado Springs, addressed the Board to present the results of the petition he completed regarding this application.

Jessica French, applicant, Oakwell Beer Spa, addressed the Board to present on this Item.

Commissioner Teal commented on this Item.

Commissioner Thomas asked the applicant a series of questions.
Ms. French answered the Commissioner's questions.

Commissioner Teal commented on this Item.

Commissioner Thomas asked the applicant additional questions.
Ms. French answered the Commissioner's questions.

Public Comment: None

Commissioner Teal asked the applicant if they are in agreement with the 2 conditions as presented by staff.
Ms. French agreed to the conditions as presented.

Commissioner Thomas commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 024-035

Commissioner Thomas moved that the Board approve Oakwell Beer Spa of South Denver - Beer and Wine Liquor License, with 2 Conditions as Presented - Project File: LL2023-071.

RESULT: ADOPTED
MOVER: Lora Thomas
SECONDER: George Teal
AYES: Teal, Thomas
EXCUSED: Laydon

4. Adjournment

MEETING DATE: May 7, 2024

STAFF PERSON RESPONSIBLE: Samantha Jarocki, Public Outreach Planner

DESCRIPTION: The Sports Lounge Off Broadway - Hotel and Restaurant Violation - Project File: LL2017-098.

SUMMARY: On January 19, 2024, the Douglas County Sheriff's Office was called to a disturbance at the Sports Lounge Off Broadway. The deputies issued a citation for over-serving alcohol on the premises.

STAFF ASSESSMENT: The final determination and assessment of penalties for liquor license violations is at the discretion of the Authority.

REVIEW:

Terence T Quinn - FYI	Notified - FYI	4/26/2024
Kati Carter	Approve	4/26/2024
Jeff Garcia	Approve	5/1/2024
Andrew Copland	Approve	5/1/2024
Doug DeBord	Approve	5/2/2024
Sabrina Bach - FYI	Notified - FYI	5/2/2024

ATTACHMENTS:

Staff Report: The Sports Lounge Off Broadway Violation

DOUGLAS COUNTY
COLORADO

Liquor License Violation
Staff Report

DATE: APRIL 24, 2024

TO: DOUGLAS COUNTY LOCAL LIQUOR LICENSING AUTHORITY

THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER

FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT

CC: SAMANTHA JAROCKI, PUBLIC OUTREACH AND ASSISTANCE PLANNER
SHANNA AUSTIN, PUBLIC OUTREACH AND ASSISTANCE MANAGER
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES

SUBJECT: **THE SPORTS LOUNGE OFF BROADWAY – HOTEL AND RESTAURANT VIOLATION**

PROJECT FILE: LL2017-098

OWNER:
Potter Holdings, LLC
44 Centennial Blvd
Highlands Ranch, CO 80129

REPRESENTATIVE:
Chris Potter
44 Centennial Blvd
Highlands Ranch, CO 80129

LOCAL LIQUOR LICENSING AUTHORITY HEARING: **May 7, 2024**

I. EXECUTIVE SUMMARY

On January 19, 2024, the Douglas County Sheriff's Office was called to a disturbance at the Sports Lounge Off Broadway. Once deputies arrived inside the bar, Deputy C. Gallagher observed numerous individuals who were visibly intoxicated. These individuals were staggering, stumbling, and falling. The deputies issued a citation for over-serving alcohol on the premises.

Section 44-3-901(1)(a) of the Colorado Revised Statutes (C.R.S.) makes it unlawful "To sell, serve, give away, dispose of, exchange, or deliver, or permit the sale, serving, giving or procuring of, any alcohol beverage to a visibly intoxicated person or to a known habitual drunkard."

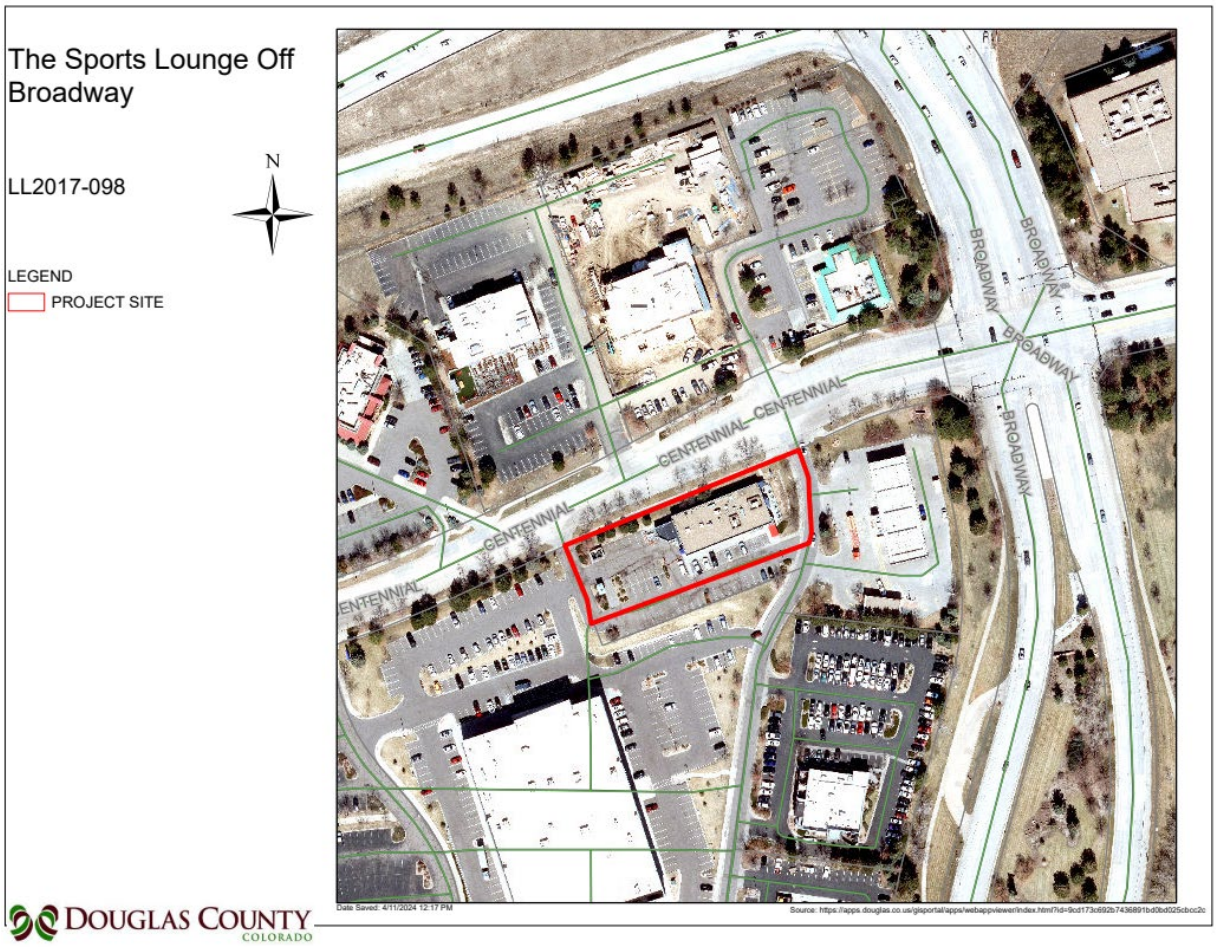
The C.R.S. and Colorado Liquor Rules provide local liquor licensing authorities the power to require the alleged violating licensee to show cause why its license should not be suspended or revoked as a result of the citation.

II. BACKGROUND

The Sports Lounge Off Broadway, LLC, has held the liquor license since 2018 and this is its first offense. The licensee provided proof of completing responsible vendor training, but there is no record of the most recent training for the employee cited.

III. LOCATION

The site is located at 44 W Centennial Blvd. in Highlands Ranch, CO 80126, west of S Broadway and south of Centennial Blvd. as shown on the map below.



IV. AUTHORITY

The Douglas County Local Liquor License Authority Penalty Guidelines (Guidelines) were adopted by the Authority on August 3, 2015, to provide direction on assessing penalties for violations of the Colorado Liquor Code.

All licensees and/or their representatives are required to attend a Show Cause Hearing (Hearing) to address the alleged violation. The County Attorney's office is not authorized to make any agreements prior to the Hearing.

The Guidelines provide the following actions for the first offense and are modeled after the Colorado Department of Revenue's Standards for Liquor Violations.

- Issue a warning
- Issue a standard suspension
- Issue an aggravated suspension

The Authority has the discretion to follow the Guidelines or deviate from them as it deems appropriate. The licensee may request a fine in lieu of a penalty. If the Authority chooses to accept such a request, then the licensee has 30-days from the date of the Hearing to provide required documentation and pay the fine

The Authority may consider a licensee's history of success or failure with compliance checks, prior violations, prior corrective action(s) and their effectiveness, or any other factors when imposing a penalty. Licensees may be questioned on the following topics: liquor policies, sale and serving procedures, training, discipline, signage, and corrective measures proposed or taken as a result of the citation.

If a warning is imposed for mitigated circumstances, the licensee has the option to attend and have employees attend responsible vendor training as provided in Regulation 47-603 of the Colorado Liquor Rules.

If the Authority determines that the licensee has intentionally violated the liquor rules, then a standard or aggravated suspension may be imposed. Suspensions cannot be served on the following designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas if the licensee is regularly scheduled to be open for business.

V. PUBLIC NOTICE

A notice letter was mailed to the license holder on April 17, 2024, providing information on the time, date, and location of the scheduled Hearing. Information was also provided on the requirements for posting the Hearing notice sign on the premises.

VI. CONCLUSION

The final determination and assessment of penalties for liquor license violations is at the discretion of the Authority.

ATTACHMENTS **PAGE**

Complaint & Request for Show Cause Hearing 5
Citation 8
Responsible Vendor Training 9
Douglas County Local Liquor License Authority Penalty Guidelines 12
Notice & Order 15
Hearing Notice 16

DOUGLAS COUNTY SHERIFF'S OFFICE
Complaint and Request for Show Cause Hearing

DETECTIVE ASSIGNED:	**Dets. Carlson & Pereira**
DCSO Case Number:	2024-00006069
Establishment:	The Sports Lounge Off Broadway 44 W Centennial Blvd Highlands Ranch, CO 80129
Owner/Licensee:	Thad Chapman
License Number:	LL2017-098
Date and Time of Violation:	1/19/2024 at 11:19pm
Violation:	Unlawful Acts C.R.S. 44-3-901(1)(a)

Based on the information in this Complaint and Request, we recommend that this licensee/establishment, **The Sports Lounge Off Broadway**, be issued a formal warning to be placed in the licensee's file based on County Penalty Guidelines set forth and decided upon by the Local Licensing Authority to answer the charges that the licensee violated the provisions of:

Unlawful Acts C.R.S 44-3-901(1)(a) M2 Colorado Liquor Code

44-3-901 Unlawful Acts – Exceptions – Definitions.

(1) Except as provided in section 18-13-122, it is unlawful for any person:

(a) To sell, serve, give away, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, any alcohol beverage to a visibly intoxicated person or to a known habitual drunkard;

44-3-904. Violations - penalties.

(1) (a) Any person violating any of the provisions of this article 3 or article 4 or 5 of this title 44 or any of the rules authorized and adopted pursuant to such articles is

guilty of a class 2 petty offense and, upon conviction, thereof, shall be punished by a fine of not more than two hundred fifty dollars for each offense.

(b) The penalties provided in this section shall not be affected by the penalties provided in any other section of this article 3 or article 4 or 5 of this title 44 but shall be construed to be in addition to any other penalties.

(2) Any person violating any of the provisions of section 44-3-901 (1)(a), (1)(g), (1)(h), (1)(j), (1)(l), (1)(m), (6)(a)(I), or (6)(b) or section 44-3-903 commits a class 2 misdemeanor and shall be punished as provided in section 18-1.3-501.

Summary of Complaint and Request:

On 1/20/24, Douglas County Sheriff's Office was called to a disturbance at The Sports Lounge Off Broadway (aka Off Broadway Lounge) located at 44 Centennial Blvd.

DCSO Deputy C. Gallagher OSN 2226 contacted a subject who appeared to be visibly intoxicated. The subject was unsteady on his feet, verbally argumentative, had slow, delayed, and slurred speech pattern. The subject had a strong odor of an unknown alcoholic beverage coming from his person. Based on the deputy's training and experience the subject was visibly intoxicated.

Once inside the bar the deputy observed numerous individuals who were staggering stumbling and falling. The deputy observed a male in front of him fall directly on his face as he attempted to stand up from the bar. The male who face-planted stood up from the floor, attempted to walk to the exit approximately 15 feet away. He then got lost and disoriented between the bar and exit and had to be redirected by one of his friends as to where the exit was.

DCSO then contacted a bartender who provided us with the subject's receipt. On the receipt was:
3 BASIL HAYDENS
1 BT ANGRY ORCHARD
5 LAWS
1 DFT MICH ULTRA
1 DFT MODELO

Totaling $127.26 the deputy was told this was the subject's second bar tab. The deputy was not provided the subject's first receipt.

The deputy was provided access to view the security cameras. At 2319 hours on 01/19/2024 I saw a bartender identified as Natalie Arocha (DOB 02/29/1997) serve the subject his last two drinks.

The deputy spoke to Natalie and asked if she was familiar with Colorado Liquor Code, and she said yes. He asked her if she was aware she was required to not over serve individuals, she said yes. He asked if she had training in these practices, and she again

stated yes. Natalie went on to say that these are all adults in here and can make their own decisions on when they're done drinking its not her job to tell them to stop.

The deputy issued Natalie a Summons for Unlawful Acts CRS 44-3-901 (1) a to sell, serve, give away, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, any alcohol beverage to a visibly intoxicated person or to a known habitual drunkard;

This case is closed and cleared by summons. //Nothing further//

UNIFORM SUMMONS AND COMPLAINT / PENALTY ASSESSMENT **EB0249176**

Douglas County Sheriff's Office

Offense Date/Time: 01/19/2024/23:19
Issue Date/Time: 01/20/2024/00:21

Incident Number **2024-00006069**

THE PEOPLE OF THE STATE OF COLORADO vs:

STATE OF COLORADO

First Name	Middle Name	Last Name	DOB	Age
NATALIE	ADRIANNA	AROCHA	02/29/1996	27

Address	City	State/Zip	Phone CELL
750 W. BELLEVIEW	LITTLETON	CO/80120	7209171663

Drivers License #	State	DL Type
120810348	CO	CLASS R

Race	Sex	Hgt	Wgt	Hair	Eyes
W	F	506	110	BRO	BRO

V.I.N.	Vehicle License #	State

Veh Year	Make	Model	Style	Veh Color

Registered Owner

First Name	Middle Name	Last Name

Address	City	State/Zip
		CO/

IF NOT PAID, YOU ARE HEREBY DIRECTED TO APPEAR AS INDICATED

ROBERT A CHRISTENSEN JUSTICE CENTER
4000 JUSTICE WAY, CASTLE ROCK, CO 80109

03/11/2024 AT 8:30 AM

Charge No. 1	Result	Section	Com. Code	Fine	VA	TBI	FF	Points
	CITATION	44-3-901	44-3	SUM	SUM	SUM	SUM	SUM

Description
UNLAWFUL ACTS - VISIBLY INTOXICATED PERSON

Offense Notes:

Total VA	Total TBI	Total FF	DNA Surcharge	Total to be paid by Mail	Total Points
SUM	SUM	SUM	SUM	SUM	SUM

APPROXIMATE LOCATION OF VIOLATION: Located in Douglas County, Colorado — Direction of Travel

44 CENTENNIAL BLVD / /

PAYABLE SUMMONS OR PENALTY ASSESSMENT — **CRIMINAL**

Speed Determined By	Speed Written	Speed Limit	Actual Speed
	MPH	MPH	MPH

☐ Accident ☐ Injury ☐ Cnst Zone ☐ Schl Zone ☐ AGG Plea:

The Undersigned have probable cause to believe that the defendant committed the offense(s) against the peace and dignity of the people of the State of Colorado, Douglas County and certify that this Summons and Complaint was signed and served upon the defendant at the location and on the date referenced above.

Results of Signature: **PERSONALLY SERVED**

OFFICER **C. GALLAGHER 2226** VIOLATOR _____
Violator Signature

Officer's Notes:

Offense Date: 01/19/2024 **Offense Time:** 23:19
Type of Stop: CRIMINAL
Distance:
District:
Towed: No
Insp. Exp.: **Reg. Exp.:**
Case #: 2024-00006069 **Workers Present:** No
VIN: **# of Occ:**
Attitude: **Condition:**
Traffic: **Weather:**
Other Offense: 0
Actual Wt: **CDL:** No
Car #: 6D33 **CMV:** No
DL Exp: **DOT#:**
Eth: H
Hzmt: No
Law Enforcement Recommends Diversion Screen: No
Light Condition: **Venue:** HIGHLANDS RANCH
Significant Event: NONE **Permitted Wt:**
Reporting Dist: DCSO-03
School:
Void Reason:
Determined By: **Radar Mov/Stat:** Hand Held
Lsr #:
MPH Fork 1: **MPH Fork 2:**
Fork 1 Serial #: **Fork 2 Serial #:**

Business Info

Address Type: **Bus Phone:**
Address:
City: **State:** CO **Zip:**

LiquorPros

August 17, 2023

Douglas County Clerk to the Board
Douglas County Administration Building
100 Third Street
Castle Rock, CO 80104

RE:	Colorado Responsible Vendor Training			
Establishment:	Sports Lounge Off Broadway		44 W. Centennial Blvd.	Highlands Ranch, CO 80129
Training Date:	Thursday	08/17/2023	Expiration Date:	08/17/2025

This is a letter of confirmation that a training class, meeting the requirements of the Colorado Responsible Vendor Act, pertaining to responsible alcohol beverage service, the Colorado Liquor Code and Colorado Liquor Awareness was conducted on the above date. Those in attendance took and passed the Colorado Liquor Awareness test and will be provided certificates of training and be certified for two years under the Colorado Responsible Vendor Act. (See page 2)

The class curriculum covered the following topics:

Personal Responsibility of Servers/Sellers	License, Permit & Posting Requirements	Alcohol Beverages brought on or removed from Premises	Setting the Tone of Your Establishment
I.D. Checking Guide	Acceptable Forms of Identification	Detecting & Confiscating Fake I.D.s	Selling Alcohol Responsibly
Sales to Minors	Sales to Visibly Intoxicated Persons	Signs of Visible Intoxication	Blood Alcohol Content
DUI: Cost & Prevention	Intoxication Rate Factors	Hours Alcohol May be Sold	Liquor Liability
Conduct of Establishment	Documenting Incidents – Keeping a Logbook	Age of Servers / Sellers	Compliance Inspections
Manager Registration & Change of Ownership	Skills Training- Evaluating the Customer & Server / Seller	Alcohol Education	When to Call the Police

Instructor: Sylvie Cimino
Instructors are registered as Responsible Vendor Trainers in accordance with the Colorado Code of Regulations 47-605.
https://www.colorado.gov/pacific/enforcement/approved-responsible-vendors-training
Listed under Liquor Licensing Professionals
If you have any questions, please email or call.

Report prepared and respectfully submitted by,

Eva L. Malouff
Liquor Licensing Professionals, LLC
LiquorPros

Needs & Desires Surveys / Petitions
Colorado Responsible Vendor Trainer

5515 Saddle Rock Place
Colorado Springs, CO 80918

719.390.8844
LiquorPros@msn.com

RE:	Colorado Responsible Vendor Training			
Establishment:	Sports Lounge Off Broadway	44 W. Centennial Blvd.		Highlands Ranch, CO 80129
Training Date:	Thursday	08/17/2023	Expiration Date:	08//17/2025

	First Name	Last Name	Score
1	Thad	Chapman	98%
2	Lindsey	Doell	100%
3	Shawn	Malone	98%
4	Chris	Potter	100%
5	Tara	Potter	100%
6	Ryan	Sullivan	93%
7	John	Walsh	100%

State Liquor Enforcement Division Approved Training for Servers & Sellers of Alcohol

On-Premise

Thad Chapman	CERTIFICATION:
Sports Lounge off Broadway	08/17/2023
44 W. Centennial Blvd.	EXPIRATION:
Highlands Ranch, CO 80128	08/17/2025

State Liquor Enforcement Division Approved Training for Servers & Sellers of Alcohol

On-Premise

Lindsey Doell	CERTIFICATION:
Sports Lounge off Broadway	08/17/2023
44 W. Centennial Blvd.	EXPIRATION:
Highlands Ranch, CO 80128	08/17/2025

State Liquor Enforcement Division Approved Training for Servers & Sellers of Alcohol

On-Premise

Shawn Malone	CERTIFICATION:
Sports Lounge off Broadway	08/17/2023
44 W. Centennial Blvd.	EXPIRATION:
Highlands Ranch, CO 80128	08/17/2025

State Liquor Enforcement Division Approved Training for Servers & Sellers of Alcohol

On-Premise

Chris Potter	CERTIFICATION:
Sports Lounge off Broadway	08/17/2023
44 W. Centennial Blvd.	EXPIRATION:
Highlands Ranch, CO 80128	08/17/2025

State Liquor Enforcement Division Approved Training for Servers & Sellers of Alcohol

On-Premise

Tara Potter	CERTIFICATION:
Sports Lounge off Broadway	08/17/2023
44 W. Centennial Blvd.	EXPIRATION:
Highlands Ranch, CO 80128	08/17/2025

State Liquor Enforcement Division Approved Training for Servers & Sellers of Alcohol

On-Premise

Ryan Sullivan	CERTIFICATION:
Sports Lounge off Broadway	08/17/2023
44 W. Centennial Blvd.	EXPIRATION:
Highlands Ranch, CO 80128	08/17/2025

State Liquor Enforcement Division Approved Training for Servers & Sellers of Alcohol

On-Premise

John Walsh	CERTIFICATION:
Sports Lounge off Broadway	08/17/2023
44 W. Centennial Blvd.	EXPIRATION:
Highlands Ranch, CO 80128	08/17/2025

DOUGLAS COUNTY
COLORADO

Douglas County Local Liquor License Authority – Penalty Guidelines

Based on mitigating or aggravating circumstances, the Authority has the discretion to follow these **guidelines** or to deviate from them as they deem appropriate. The Authority may consider a licensee's past history of success or failure with compliance checks, prior violations/prior corrective action(s) and their effectiveness or any other factors when imposing a penalty. These guidelines are modeled after the Colorado Department of Revenue's Standards for Liquor Violations.

All licensees and/or their representative are required to attend a **Show Cause Hearing** to address the alleged violation. The County Attorney's Office is not authorized to make any agreements prior to the Hearing. Licensees will be questioned on the following topics: liquor policies, sale and serving procedures, training, discipline, signage and corrective measures proposed/taken.

Licensees must petition the Authority for a **fine in lieu of suspension**. If accepted, the fine will be calculated as:

- 20% of estimated gross revenues from sale of alcohol during the period of suspension
- Average day sales of the month that the violation occurred
- No less than $200 and no more than $5,000
- Fine is to be paid within 30 days of the Show Cause Hearing

Suspensions CANNOT be served on the following designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas if the licensee is regularly scheduled to be open for business.

First Offense

- Mitigated/Responsible Vendor
  - Warning
    - Up to 5-day suspension, full amount held in abeyance
    - No aggravating circumstances
    - Responsible Vendor training completed

- Standard
  - 10-day suspension
    - 7 days held in abeyance for 1 year
    - 3 days served
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Aggravated
  - 15-day suspension
    - 8 days held in abeyance for 1 year
    - 7 days served
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Fine In Lieu
  - May be accepted by the Authority in cases where an innocent third party would be negatively affected by a suspension OR if the licensee's gross profit from alcohol sales is >50%.

Adopted 8/3/15

Second Offense - Within 1 Year of the First Offense

- Mitigated/Responsible Vendor
  - 10-day suspension
    - 5 days held in abeyance for 1 year
    - 5 days served
    - *Total: 5 + previous abeyance*
    - No aggravating circumstances
    - Responsible Vendor training completed
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Standard
  - 15-day suspension
    - 8 days held in abeyance for 1 year
    - 7 days served
    - *Total: 7 + previous abeyance*
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Aggravated
  - 25-day suspension
    - 15 days held in abeyance for 1 year
    - 10 days served
    - *Total: 10 + previous abeyance*
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Fine In Lieu
  - May be accepted by the Authority in cases where an innocent third party would be negatively affected by a suspension OR if the licensee's gross profit from alcohol sales is >50%.

Third Offense - Within 2 Years of the First Offense

- Mitigated/Responsible Vendor
  - 15-day suspension
    - 8 days held in abeyance for 1 year
    - 7 days served
    - *Total: 7 + previous abeyance*
    - No aggravating circumstances
    - Responsible Vendor training completed
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Standard
  - 25-day suspension
    - 15 days held in abeyance for 1 year
    - 10 days served
    - *Total: 10 + previous abeyance*
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Aggravated
  - 40-day suspension
    - 25 days held in abeyance for 1 year
    - 15 days served
    - *Total: 15 + previous abeyance*
      - ✓ Consecutive days with at least 1 day being a Friday, Saturday or Sunday
      - ✓ Regularly scheduled business days (excluding designated holidays)
      - ✓ To be served within 30 days of imposition

- Fine In Lieu
  - Not applicable.

- License Revocation
  - May reapply for license after 12 months from date of Third offense

Special Event Permit

- First Offense
  - Warning

- Second Offense
  - Denial of permit for the same event

- Third Offense
  - Denial of all permits for 1 year

Adopted 8/3/15

BEFORE THE LOCAL LIQUOR LICENSING AUTHORITY OF THE COUNTY OF DOUGLAS, COLORADO

NOTICE AND ORDER TO SHOW CAUSE WHY THE RETAIL HOTEL AND RESTAURANT LIQUOR LICENSE OF THE SPORTS LOUNGE OFF BROADWAY, LLC D/B/A THE SPORTS LOUNGE OFF BROADWAY, SHOULD NOT BE SUSPENDED OR REVOKED; AND ORDERING APPEARANCE.

IN THE MATTER OF:

THE SPORTS LOUNGE OFF BROADWAY, LLC D/B/A THE SPORTS LOUNGE OFF BROADWAY

TO: The Sports Lounge Off Broadway
44 W Centennial Blvd
Highlands Ranch, CO 80129

You are hereby notified that on the 17th day of April, 2024 the Local Liquor Licensing Authority of the County of Douglas, Colorado, upon written complaint by the Douglas County Sheriff's Department, found that there was probable cause to believe that **THE SPORTS LOUNGE OFF BROADWAY, LLC D/B/A THE SPORTS LOUNGE OFF BROADWAY**, located at 44 W Centennial Blvd., Highlands Ranch, CO 80129, did violate §§ 44-3-901(1)(a) C.R.S., of the Colorado Liquor Code, in that on Friday, January 19, 2024, Natalie Arocha permitted the sale, serving, giving, or procuring of, any alcohol beverage to a visibly intoxicated person or to a known habitual drunkard. A copy of said complaint is attached to this Notice.

You are hereby Ordered to appear before the Local Liquor Licensing Authority of the County of Douglas, Colorado, on the 7th day of May, 2024, at the hour of 1:30 p.m. in the hearing room located at 100 Third Street in Castle Rock, CO 80104, and there show cause why your Liquor License should not be suspended or revoked.

BY ORDER OF THE LOCAL LIQUOR LICENSING AUTHORITY OF THE COUNTY OF DOUGLAS, COLORADO.

By: _____
Samantha Jarocki, Liquor Licensing Clerk

April 17, 2024

The Sports Lounge Off Broadway
44 W Centennial Blvd
Highlands Ranch, CO 80129

Dear Licensee,

This letter is to advise you that the Douglas County Local Liquor Licensing Authority (Authority) will convene in the Douglas County hearing room, at 1:30 p.m. on May 7th located at 100 Third Street, Castle Rock, CO 80104 for a hearing due to the liquor violation received from the Douglas County Sheriff's Office (DCSO).

The complaint and request for a show cause hearing received by the Douglas County Sheriff's Office show a violation for overserving alcoholic beverages to customers; thus, the application is scheduled for a hearing before the Authority.

In accordance with Regulation 44-3-303(I)(C)(III) of the Colorado Liquor Code- "Prior to holding a hearing...the local licensing authority shall notify the applicant of the hearing at least ten days before the hearing and shall post, or may direct the license applicant to post, a notice of the hearing in a conspicuous location on the licensed premises for at least ten consecutive days before the hearing."

You are hereby ordered to post the following notice on the licensed premises for at least ten consecutive days prior to the hearing, and to provide proof thereof on the hearing date. The notice must not be less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height and stating:

NOTICE OF HEARING BY ORDER OF THE
DOUGLAS COUNTY LOCAL LIQUOR LICENSING AUTHORITY, ON MAY 7, 2024,
IN THE DOUGLAS COUNTY HEARING ROOM LOCATED AT
100 THIRD STREET, CASTLE ROCK, CO 80104
REGARDING THE HOTEL AND RESTAURANT LIQUOR LICENSE VIOLATION BY THE SPORTS LOUNGE OFF BROADWAY, LLC, LOCATED AT 44 W CENTENNIAL BLVD., HIGHLANDS RANCH, COLORADO, 80129

Please feel free to contact me if you have any questions at (303) 814-4349.

Sincerely,

Shanna Austin
Manager, Public Outreach and Assistance
Planning Resources Division, Community Development

cc: Douglas County Local Liquor Licensing Authority
W. Casey Brown, Assistant County Attorney

MEETING DATE: May 7, 2024

STAFF PERSON RESPONSIBLE: Samantha Jarocki, Public Outreach Planner

DESCRIPTION: Olive Juice Beauty Bar - Beer and Wine Liquor License - Project File: LL2024-020.

SUMMARY: Approval of a beer and wine liquor license for Olive Juice Beauty Bar, LLC d/b/a/ Olive Juice Beauty Bar.

STAFF ASSESSMENT: Staff has evaluated the liquor license in accordance with the Colorado Liquor Code. Should the Authority find that the requirements for the new liquor license are met, the following proposed condition shall be considered for inclusion in the motion to approve the license:

1. Prior to issuance of the license, the State of Colorado License shall be approved and provided to Douglas County.

REVIEW:

Terence T Quinn - FYI	Notified - FYI	4/26/2024
Kati Carter	Approve	4/26/2024
Jeff Garcia	Approve	5/1/2024
Andrew Copland	Approve	5/1/2024
Doug DeBord	Approve	5/2/2024
Sabrina Bach - FYI	Notified - FYI	5/2/2024

ATTACHMENTS:

Staff Report: Olive Juice Beauty Bar Liquor License

DOUGLAS COUNTY
COLORADO

New Liquor License
Staff Report

DATE: APRIL 24, 2024

TO: DOUGLAS COUNTY LOCAL LIQUOR LICENSING AUTHORITY

THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER

FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT TQ

CC: SAMANTHA JAROCKI, PUBLIC OUTREACH AND ASSISTANCE PLANNER
SHANNA AUSTIN, PUBLIC OUTREACH AND ASSISTANCE MANAGER
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES

SUBJECT: **OLIVE JUICE BEAUTY BAR – BEER AND WINE LIQUOR LICENSE**

PROJECT FILE: LL2024-020

OWNER:
Village Center West 1669, LLC
500 N Broadway Ste 201
Jericho, NY 11753

REPRESENTATIVE:
Greg Mount
3624 E Highlands Ranch Pkwy Unit 201
Highlands Ranch, CO 80126

LOCAL LIQUOR LICENSING AUTHORITY HEARING: **May 7, 2024**

I. REQUEST

A. Request

Approval of a beer and wine liquor license for Olive Juice Beauty Bar, LLC d/b/a/ Olive Juice Beauty Bar.

B. Project Description

An application for a new beer and wine liquor license was submitted on March 22, 2024. A beer and wine liquor license must comply with Section 44-3-411 of the Colorado Liquor Code. Under a beer and wine license, alcoholic beverages must be sold for consumption on the premises.

C. Location

The site is located at 3624 E Highlands Ranch Pkwy Unit 201 in Highlands Ranch. It is located east of Fairview Pkwy, and southeast of E Highlands Ranch Pkwy in the Highlands Ranch Planned Development (PD) Zone District as shown on the map below.

II. CONTEXT

A Site Improvement Plan (SIP) was approved with project file #SP2016-084 and allows for retail and restaurant uses as part of the SIP approval. Olive Juice Beauty Bar is a new salon that provides beauty services including manicures, pedicures, waxing, lashes, facials, and massage therapy. The business hours of alcohol sales will be Monday – Saturday 9:00 a.m. - 7:00 p.m. and Sunday 9:00 a.m. – 5:00 p.m. There will be twenty-five full and part-time employees, including one massage therapist. The premises will be closely monitored by the manager on duty.

III. PUBLIC NOTICE AND INPUT

In accordance with the Colorado Liquor Code, public notice is required to be posted on the site and published in a local newspaper. No public comment, other than the petitions, has been received.

IV. STAFF ANALYSIS

A beer and wine liquor license may be approved upon the finding that:

- **Notice was posted and published.**
  Staff Comment: Notice was posted and published on April 11, 2024.

- **The license meets the requirements of the neighborhood.**
  Staff Comment: The licensed premises is not within 500 feet of a school or within 500 feet of a premises where, within the past two years, a license has been denied based on lack of needs and desires; or any place in violation of local zoning ordinances.

- **The number of similar liquor establishments in the neighborhood does not adequately provide for the needs of the neighborhood.**
  Staff Comment: A residential petition and a business petition were conducted on April 7th, 9th, 11th, and 13th, 2024, by Liquor Pros. The purpose of the petitions is to identify the needs and desires of the community. The petitions were performed within a one-mile radius from this location. The eligible contacts that were petitioned signed 99% in support of the license.

- **The licensee is of good moral character.**
  Staff Comment: Background investigations are complete and show no relevant criminal history.

- **The licensee has legal possession of the premises.**
  Staff Comment: The applicant has provided the lease agreement showing legal possession of the premises.

- **The premises is suitable for the requested license.**
  Staff Comment: The property is zoned as Planned Development (PD) and a Site Improvement Plan (SIP) was approved for the use.

V. STAFF ASSESSMENT

Staff has evaluated the liquor license in accordance with the Colorado Liquor Code. Should the Authority find that the requirements for the new liquor license are met, the following proposed condition shall be considered for inclusion in the motion to approve the license:

1. Prior to issuance of the license, the State of Colorado License shall be approved and provided to Douglas County.

ATTACHMENTS **PAGE**

New Liquor License Application.....5
Diagram 57
Supplemental Questions 59
Boundary Map 60
Petition Results 61

DR 8404 (07/07/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

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

Uploaded to Movelt on Date 03/11/2024

☒ **New License** ☐ **New-Concurrent** ☐ **Transfer of Ownership** ☐ **State Property Only** ☐ **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, Beer and Wine Code:** SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ 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	FEIN Number
Olive Juice Beauty Bar, LLC (Colordo LLc)	99-1583781

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
Olive Juice Beauty Bar	20241242486	303-565-0176

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
3624 E Highlands Ranch Pwy, Uit 201

City	County	State	ZIP Code
Highlands Ranch	Douglas	CO	80126

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
5321 Brotherton Ct	Castle Rock	CO	80104

5. Email Address
greg.mount@me.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
N/A	N/A	N/A	N/A

Section A — **Nonrefundable Application Fees***

- ☐ Application Fee for New License $1,100.00
- ☒ Application Fee for New License w/Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B — **Liquor License Fees***

- ☐ Add Optional Premises to H & R ..... $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex $75.00 X _____ Total _____
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☒ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50

Section B (Cont.) — **Liquor License Fees***

- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $30.00
- ☐ Manager Registration - Tavern $30.00
- ☐ Manager Registration - Lodging & Entertainment $30.00
- ☐ Manager Registration - Campus Liquor Complex $30.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License–Additional (City) $227.50
- ☐ Retail Liquor Store License–Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50
- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

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

- ☒ A. Applicant/Licensee identified
- ☒ B. State sales tax license number listed or applied for at time of application
- ☒ C. License type or other transaction identified
- ☒ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ E. All sections of the application need to be completed
- ☒ 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

- ☒ A. No larger than 8½" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Kitchen - identified if Hotel and Restaurant
- ☒ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☒ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.
  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
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable) N/A

- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable) N/A

- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable) N/A

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☒ A. Copy of articles of organization
- ☒ B. Certificate of Good Standing
- ☒ C. Copy of Operating Agreement (if applicable)
- ☐ 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 N/A

- ☐ A. $30.00 fee
- ☐ B. If owner is managing, no fee required

Name	Type of License	Account Number

	Yes	No
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?	☐	☒
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?	☐	☒
b. Had an alcohol beverage license suspended or revoked?	☐	☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
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. _____	☐	☒
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?	☐	☒
or Waiver by local ordinance? 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 (>) 10,0000? **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.	N/A ☐	☐
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **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.	N/A ☐	☐
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
b. Are you a Colorado resident?	N/A ☐	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☐	☒
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement? ☐ Ownership ☐ Lease ☐ 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	Tenant	Expires
Village Center West 1669, LLC	Roxanne Rabasco Mount	3/3/2034

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	N/A ☐	☐
Number of additional Optional Premise areas requested. (See license fee chart)		

18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. N/A

Name	Type of License	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? ☐ ☒
If "yes" a copy of license must be attached.

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

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐

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? ☐ ☐

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? ☐ ☐

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

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? N/A ☐ ☐

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

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. N/A

Last Name of Manager	First Name of Manager
N/A	N/A

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 ☒

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐

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

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
N/A	N/A

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? ☐ ☒

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.? ☐ ☒

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

Name	Home Address, City & State	DOB	Position	%Owned
Roxanne Rabasco Mount	5321 Brotherton Ct, Castle Rock, CO	03/24/1978	Member	50
Gregory Tasker Mount	532 Brotherton Ct, Castle Rock, CO	10/021960	Member	50
N/A				
N/A				
N/A				

Name	Type of License	Account Number
N/A		

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ 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.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	Roxane Rabsco Mount, Member	03/18/2024

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
3/22/24	5/7/24

For Transfer Applications Only - Is the license being transferred valid? N/A — Yes ☐ No ☐

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:

☒ Fingerprinted
☐ 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)

☒ Date of inspection or anticipated date tbd
☐ Will conduct inspection upon approval of state licensing authority

	Yes	No
☐ 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 > 10,0000?	☐	☐
☐ 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 < 10,0000?	☐	☐
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.	n/a	
☐ 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?	☐	☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County

Signature	Print	Title	Date
Signature	Print	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business)		Social Security Number/Tax Identification Number
Olive Juice Beauty Bar		[redacted]
Address		
5321 Brotherton CT		
City	State	Zip
Castle Rock	CO	80104
Home Phone Number	Business/Work Phone Number	
303-565-0176	303-565-0176	
Printed name of person signing on behalf of the Applicant/Licensee		
Roxanne Rabsco Mount		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed
		3/11/2024

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	Home Phone Number	Cellular Number
OLIVE JUICE BEAUTY BAR	303-565-0176	303-565-0176

2. Your Full Name (last, first, middle)	3. List any other names you have used
MOUNT, GREGORY, TASKE	N/A
4. Mailing address (if different from residence)	**Email Address**
N/A	N/A

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	5321 BROTHERTON CT	CASTLE ROCK, CO 80104	8/23	NOW
Previous	12516 HAWK STONE DR	COLORADO SPRINGS, CO 80921	7/22	7/23

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
HAY CREEK HOTELS	2 PINE STREET, EXTER, NH 03833	CEO	1/23	NOW
DELOS	860 Washington St, New York, NY 10014	EXECUTIVE	4/20	11/22
RLH	1550 Market Street, Suite 425, Denver, Colorado 80202	CEO	1/14	11/19

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
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.) ☒ Yes ☐ No

Multiple Licenses as a GM and VP of opertions

As a GM of at the then Hilton Greenwood village and I believe the Westin Downtown Denver I would be asked to be on the liquor licensing 20 plus year ago for the entity that managed the hotels in Starwood Hotels and Interstate Hotels.

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.) ☐ Yes ☒ No

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	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
10/02/1960	[redacted]	Redwood City, CA	☒ Yes ☐ No

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

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

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.
6'3"	230	Blond	Blue	M	☒ Yes ☐ No # [redacted] State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ 100,000

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. $ 100,000

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	Checking	Wells Fargo	$200,000

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

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

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

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

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

Authorized Signature	Print Signature	Title	Date
	Gregory Tasker Mount	M<ember	3.11.2024

DR 8404-I (03/20/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

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	Home Phone Number	Cellular Number
Olive Juice Beauty Bar, LLC	303-565-0176	917-417-1735

2. Your Full Name (last, first, middle)	3. List any other names you have used
Mount,Roxanne, Rabasco	N/A
4. Mailing address (if different from residence)	**Email Address**
N/A	Roxanne.Rabasco@gmail.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	5321 Brotherton CT	Castle Rock, CO 80104	8/23	Now
Previous	12516 Hawk Stone Dr	Colorado Springs, CO 80921	7/22	7/23

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
Hay Creek Hotels and Restaurants	2 Pine St, Exeter, NH 03833	CEO	2/1/23	Now
Self Employed		Owner	2/20	1122
RLH		VP	5/19	1/20

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
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.) ☐ Yes ☒ No

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.) ☐ Yes ☒ No

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	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
03/24/1978	[redacted]	Yonkers, NY	☒ Yes ☐ No

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

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

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.
5'6"	140	Dirty Blond	Green	F	☒ Yes ☐ No # [redacted] State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ 0

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. $ $100,000

*** 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
N/A			

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
N/A				

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

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

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

Authorized Signature	Print Signature	Title	Date
	Roxanne Rabsco Mount	Member	3.11.2024

SHOPPING CENTER LEASE

This Shopping Center Lease (the "Lease") is entered into as of 2/28/2024, (the "Effective Date"), by and between **VILLAGE CENTER WEST 1669, LLC**, as "Landlord", and **10AND5 LLC**, as "Tenant", hereby agree that, for good and valuable consideration the receipt of which is hereby acknowledged and upon the terms and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Leased Premises (defined below).

1. Basic Lease Provisions and Definitions.

(A) Shopping Center: Village Center West S.C. located in Highlands Ranch, Colorado as depicted on the attached Exhibit "A"; Building ID No: 116690

(B) Leased Premises: The premises identified as Suite 00012 shown hatched on Exhibit "A".

(C) Floor Area: Approximately 3,598 square feet.

(D) Lease Commencement Date: The date that Landlord tenders the Leased Premises to Tenant. Landlord shall give Tenant five (5) days prior written notice of the day Landlord expects to deliver the Leased Premises to Tenant.

(D-1) Triple Net Rent Date: The earlier of: (i) the Rent Commencement Date (as hereinafter defined); or (ii) the date any portion of the Leased Premises initially opens for business to the public. Tenant's obligation to pay Tax Rent, Snow Reimbursements and Fixed CAM (and any other charges under the Lease other than Base Rent) shall commence on the Triple Net Rent Date.

(E) Rent Commencement Date: One hundred eighty (180) days after the Lease Commencement Date. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date (see Article 2). Within twenty (20) days of Landlord receiving a written request from Tenant, Landlord shall deliver to Tenant a statement specifying the Rent Commencement Date and the Expiration Date.

(F) Lease Term/Original Term/ Lease Years: The Original Term is a period of ten (10) Lease Years plus the period between the Effective Date and the Rent Commencement Date. The first "Lease Year" begins on the Rent Commencement Date and ends on the last day of the twelfth (12th) calendar month after the Rent Commencement Date. Each succeeding Lease Year shall begin on the expiration of the prior Lease Year and shall continue for twelve (12) successive calendar months; however, the final Lease Year will end on the Expiration Date. The Lease Term shall include the Original Term and any Additional Term(s), as defined below, properly exercised by Tenant.

(F-1) Additional Term(s): Two (2) five (5) Lease Year options. See Article 22.

(G) Expiration Date: The Lease Term will end on the Expiration Date, which is the last day of the final Lease Year or such earlier date that this Lease may be terminated in accordance with its terms.

(H) Base Rent Schedule – Original Term

Lease Year	Annual Base Rent	Monthly Base Rent
1	$122,332.00	$10,194.33
2	$122,332.00	$10,194.33
3	$122,332.00	$10,194.33
4	$122,332.00	$10,194.33
5	$122,332.00	$10,194.33
6	$137,011.84	$11,417.65
7	$137,011.84	$11,417.65
8	$137,011.84	$11,417.65
9	$137,011.84	$11,417.65
10	$137,011.84	$11,417.65

(H)(i) Base Rent Schedule – First Additional Term – see Article 22

Lease Year	Annual Base Rent	Monthly Baes Rent
1	$153,453.26	$12,787.77
2	$153,453.26	$12,787.77
3	$153,453.26	$12,787.77
4	$153,453.26	$12,787.77
5	$153,453.26	$12,787.77

(H)(ii) Base Rent Schedule – Second Additional Term – see Article 22		
Lease Year	**Annual Base Rent**	**Monthly Base Rent**
1	$171,867.65	$14,322.30
2	$171,867.65	$14,322.30
3	$171,867.65	$14,322.30
4	$171,867.65	$14,322.30
5	$171,867.65	$14,322.30

(I) Fixed CAM: $22,091.72 for the first Lease Year. Fixed CAM shall automatically increase on the commencement of the second and each successive Lease Year by 4% over the amount of Fixed CAM for the preceding Lease Year (see Article 4).

(J) Percentage Rent Rate: N/A.

(K) Security Deposit: $15,297.50. Tenant shall pay the Security Deposit to Landlord simultaneously with Tenant's execution of this Lease. Landlord will retain the Security Deposit as security for Tenant's full and prompt performance of Tenant's obligations in this Lease. Landlord may deduct from the Security Deposit sums required to cure any Tenant breach or Tenant Default (as defined in Article 14) or to pay for costs or other damages Landlord may suffer as a result of a Tenant breach or Tenant Default (the "Application"). Upon Landlord's notice, Tenant shall pay Landlord the amount of the Application. Tenant has no right to apply any portion of the Security Deposit against any of Tenant's obligations under this Lease. After the Expiration Date and a reconciliation of Tenant's Rent account, if Tenant is not in breach and there is no Tenant Default, Landlord will promptly return the unapplied balance of the Security Deposit to Tenant. The Security Deposit will be transferred to anyone acquiring the interest of Landlord in this Lease and the prior Landlord will have no obligation to Tenant to return the Security Deposit.

(L) Permitted Use: Subject to the existing exclusives and prohibited uses set forth on the attached Exhibit "D", the Leased Premises shall be used for the operation of a beauty bar offering nail services such as manicures and pedicures, men's and women's hair coloring, cutting and styling, massage therapy, facials, full body waxing, eyelash and eyebrow waxing and threading services with the incidental sale of services and products related thereto and for no other use or purpose. Provided Tenant obtains and maintains, at all times during the term of this Lease, all necessary governmental permits and approvals and Tenant carries a liquor liability insurance policy with limits of liability as set forth in this Lease, Tenant shall be permitted to sell and serve, on an incidental basis, on-premises consumption of wine, champagne, beer and specialty cocktails to clients patronizing the beauty bar. Tenant is specifically prohibited from: (i) serving alcoholic beverages to individuals who are not customers at the Leased Premises, and (ii) operating the Leased Premises, or any portion thereof, as a massage or tattoo parlor, bar, nightclub, tavern, pub, or cocktail lounge. In no event shall Tenant, or anyone on behalf of Tenant, operate the Leased Premises, or any portion thereof, in a manner that would violate the existing exclusives and prohibited uses set forth in Exhibit "D."

(M) Trade Name: Olive Juice Beauty Bar

(N) Landlord's Notice Address: (see Article 21)
Village Center West 1669, LLC
c/o Kimco Realty Corporation
Attn: Legal Department
500 North Broadway, Suite 201
Jericho, NY 11753

(O) Tenant's Notice Address:
10and5 LLC
5321 Brotherton Court
Castle Rock, CO 80104
Attn: Roxanne Mount
Telephone: 914-417-1735
Email: rrm@strokeofgeniusco.com

In the event of a Tenant Default, then either concurrently with its notice to Tenant or at some time prior to the date Tenant's rights under the Lease are extinguished because of the Tenant Default(s), Landlord shall send a courtesy copy of the default notice to Tenant's attorney at:

Campbell Killin Brittan & Ray LLC
270 St. Paul Street, Suite 200
Denver, Colorado 80206
Attn: J. Kevin Ray, Esq.
Email: kray@ckbrlaw.com
Telephone: 303-394-7203

Notwithstanding the foregoing, this courtesy copy of the notice shall only be an accommodation by Landlord and not an obligation. Tenant acknowledges that Landlord's failure to give this notice shall not invalidate any notice properly given to Tenant and Tenant may not claim a default or breach by Landlord, or obtain any rights, arising out of Landlord's failure to send the copy of the notice to the Tenant's attorney.

(P) Brokers:

LANDLORD BROKER:
Sullivanhayes Brokerage LLC
5570 DTC Parkway, Suite 100
Greenwood Village, CO 80111
Attn: Chase Hall
Telephone: _____
Email: chall@sullivanhayes.com

TENANT BROKER:
Impact Commercial Real Estate
9233 Park Meadows Drive
Lone Tree, CO 80124
Attn: Heather Taylor
Telephone: 720-608-4201
Email: heather@impactcommercial.com

(Q) Guarantors

Roxanne Rabasco Mount
5321 Brotherton Court
Castle Rock, CO 80104
Telephone: (914) 417-1735
Email: rrm@strokeofgeniusco.com

Gregory Mount
5321 Brotherton Court
Castle Rock, CO 80104
Telephone: (914) 417-1735
Email: gtm@victoryhotelpartners.com

(R) Terms/Exhibits:

The following Terms/Exhibits are attached to this Lease and incorporated and made a part of this Lease:

General Terms and Provisions

Exhibit "A" -	Shopping Center Site Plan
Exhibit "B" –	Intentionally Deleted
Exhibit "B-1" -	Contractors Indemnity Agreement
Exhibit "C" -	Shopping Center Sign Criteria
Exhibit "C-1" -	Tenant's Pre-Approved Signage
Exhibit "D" –	Existing Exclusives and Prohibited Uses
Exhibit "E" -	Tenant's Pre-Approved Scope of Work

==========

Remainder of Page Left Intentionally Blank
Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective hands as of the day and year first above written.

DS

LANDLORD:
VILLAGE CENTER WEST 1669, LLC, a Colorado limited liability company
By: KRCX Colorado Realty, LLC, its sole member

DocuSigned by:
DAFFE18FCE4E4E9...

BY: _____

NAME: Jason Lee

TITLE: Vice President

DATE: 2/28/2024

TENANT:
10AND5 LLC

DocuSigned by:
6176F12707B744B...

BY: _____

NAME: Roxanne Rabasco Mount

TITLE: Owner

DATE: 2/27/2024

GENERAL TERMS AND PROVISIONS

2. **Payment of Rent.** . Tenant's obligation to pay Tax Rent and Fixed CAM (and any other charges under the Lease other than Base Rent) shall commence on the Triple Net Rent Date. Beginning on the Rent Commencement Date and thereafter on the first (1st) day of each month during the Lease Term, Tenant shall pay to Landlord the Monthly Rent Payment. The "Monthly Rent Payment" shall mean the monthly installment of Base Rent (plus 4% of such amount as Landlord's management fee) and one twelfth (1/12th) of the Fixed CAM, Snow Reimbursements and Tax Rent (such terms as defined below), due for the applicable Lease Year and, if applicable, with the amount of any tax charged on the Monthly Rent Payment. The Monthly Rent Payment will be pro-rated for partial calendar months. Tenant shall pay the first Monthly Rent Payment to Landlord simultaneously with Tenant's execution of this Lease. The term "Rent" shall mean Base Rent and Additional Rent. "Additional Rent" shall refer collectively to Tax Rent, Fixed CAM, Snow Reimbursements, and any other payment(s) that Tenant is required to pay to Landlord under this Lease. Rent is due and payable without any notice, offset, demand or abatement. The obligation to pay Rent is a separate, independent, and unconditional covenant. Tenant agrees that it will participate in any ACH, EFT, direct debit or other electronic transfer of funds payment method designated by Landlord from time to time (the "Electronic Payment") for the payment of Rent due to Landlord under the Lease. Tenant agrees to complete and submit to Landlord or its designated agents any information, forms or registration required to implement Tenant's participation in the Electronic Payment program and maintain and update the information as needed to ensure accurate and timely payments. Any payment not made by Electronic Payment, must be made by direct debit, check or other method acceptable to Landlord.

3. **Taxes/Tax Rent.** "Taxes" shall mean real estate taxes, special and general assessments, water and sewer rents, governmental license/permit fees, and all other governmental impositions and charges relating to the Shopping Center along with the reasonable costs and expenses (including reasonable legal costs) for any tax appeal or challenge brought by Landlord. Taxes shall not include Landlord's income taxes, estate taxes, or transfer taxes or any late fees, penalties, or interest imposed as a result of Landlord's failure to timely pay Taxes. If any method of taxation prevailing on the date of this Lease is altered, so as a substitute for the whole or any part of real estate taxes there is levied or assessed a different kind of tax, the different tax shall be deemed included in "Taxes". "Tenant's Fraction" (for purposes of Tax Rent and if applicable, Snow Reimbursements) shall be equal to a fraction, the numerator of which is the Floor Area of the Leased Premises, and the denominator of which is the total square foot floor area which is leasable for space (on the first day of the month in question) inside all the buildings of the Shopping Center. For the purposes of Tax Rent only, the denominator will be reduced by the floor area of an occupant that pays its own Taxes. "Tax Rent" refers to Tenant's share of Taxes for the applicable period which will be determined by Landlord taking the total Taxes for such period and multiplying it by Tenant's Fraction. Landlord will provide an estimated amount of the Tax Rent (which may be adjusted from time to time) to be included in Tenant's Monthly Rent Payment. At the end of each applicable Tax period if the total of the monthly payments by Tenant for the year is more or less than the Tax Rent actually due for the period, then appropriate adjustments shall be made with (i) Tenant paying to Landlord any underpayment, or (ii) Landlord applying the credit to Tenant's Rent account (or, if the credit is determined after the Expiration Date, promptly paying the credit to Tenant). Tenant shall pay all taxes attributable to its personal property, leasehold interests, occupancy taxes, taxes on its Rent, and other taxes imposed on tenants generally.

4. **Common Area/Snow Reimbursements.** Subject to the provisions of this Lease and the Rules (as defined below), Tenant shall have the non-exclusive right to use the parking areas, driveways, sidewalks and other improvements and amenities of the Shopping Center which are, from time to time, made available by Landlord and any other owners of portions of the Shopping Center for the common use of the tenants and other occupants of the Shopping Center (collectively, the "Common Areas"). Landlord shall cause the Common Areas to be maintained in good condition. Landlord reserves the exclusive right at any time to (i) change, reduce or add to the Common Areas (including but not limited to, installing electrical car charging stations, customer pick up locations [e.g. lockers and designated waiting/pickup areas] and/or similar other amenities consistent with those found in mixed use projects located within the Shopping Center's metropolitan area), and (ii) promulgate and enforce rules and regulations governing the use of the Common Areas including those posted at the Shopping Center (the "Rules"). However, Landlord agrees that, for so long as Tenant is open and operating for business at the Leased Premises and is not in default of any of the terms or provisions of the Lease beyond applicable notice and cure periods, Landlord shall not construct or permit (except as may be required by law) the construction of any new permanent buildings in the "No Build Area" shown on Exhibit "A" attached hereto which would materially obstruct access to or the visibility of the Leased Premises. Tenant and its employees, contractors, agents, subtenants and licensees will be required to observe the Rules. Any individual failing to observe the Rules may, in Landlord's discretion, be trespassed from the Shopping Center and refused future entry on to the property. During the Lease Term, Tenant shall pay to Landlord Fixed CAM as a contribution towards all costs and expenses of every kind and nature (other than snow and ice removal) incurred by Landlord in keeping, maintaining and insuring the Common Areas, and the administration thereof. In addition to Fixed CAM, Tenant shall also be required to pay to Landlord each calendar year, Tenant's Fraction of the costs and expenses incurred by Landlord for Common Area snow and ice removal, plus a fifteen percent (15%) administrative fee ("Snow Reimbursements"). Tenant's annual share of Snow Reimbursements shall be determined each calendar year by multiplying the total costs of Common Area snow and ice removal by Tenant's Fraction. For the purposes of Snow Reimbursement only, the denominator will be reduced by the floor area of an occupant that pays for its own snow and ice removal. Landlord will provide, from time to time, an estimated amount of the Snow Reimbursements (which may be adjusted from time to time) to be included in Tenant's Monthly Rent Payment. At the end of each applicable calendar year, if the total of the monthly payments by Tenant for the year is more or less than the Snow Reimbursements actually due, then appropriate adjustments shall be made with: (a) Tenant paying to Landlord any underpayment, or (b) Landlord applying the credit to Tenant's Rent account (or, if the credit is determined after the Expiration Date, promptly paying the credit to Tenant).

5. **Gross Sales.** "Gross Sales" refers to the amount or value of all merchandise and/or services sold or rendered in or from the Leased Premises, without exception, including merchandise/services sold over the internet which either originated from the Leased Premises or were picked up/redeemed by customers at the Leased Premises. Within thirty (30) days after the end of each calendar quarter, Tenant shall submit to Landlord a written statement setting forth in reasonable detail the Gross Sales for the reporting period. Tenant must maintain Gross Sales books and records for at least forty-eight (48) months after the Lease Year to which they pertain.

6. **Condition and Use of Leased Premises.** Tenant accepts each of the Leased Premises, the Shopping Center and Common Areas in their "as is" and "where-is" condition. Except as may be set expressly forth in this Lease, Landlord has made no representations concerning the Leased Premises, the zoning of the Shopping Center, the Common Areas, or the ability of Tenant to operate the Permitted Use. Other than as set forth in Article 9, Article 24 and Article 25 of this Lease, Landlord has no obligation to perform any alterations or improvements to the Shopping Center or the Leased Premises. If Tenant enters the Leased Premises before the Lease Commencement Date, all provisions of this Lease shall apply except (unless otherwise stated herein) the obligation to pay Rent. Tenant shall use the Leased Premises for the Permitted Use only, and shall use best efforts to open for business following the Lease Commencement Date and continuously keep the Leased Premises open for business during such days and hours as the Shopping Center is open for business. Tenant agrees that it will not: (i) conduct any auction, fire, bankruptcy, going out of business or similar sale at the Leased Premises or the Shopping Center; (ii) store or display any merchandise on the sidewalks, parking areas or other Common Areas; (iii) distribute any advertising, handbills or conduct any other form of business solicitation within the Common Areas, or (iv) conduct any activity within the Leased Premises or the Common Areas which would be considered a nuisance or cause any objectionable odors, sounds or vibrations. Tenant shall keep the Leased Premises free of rodents, vermin, insects and other pests and provide regular extermination services when necessary. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises. Tenant may only use, handle, sell or store in the Leased Premises and/or Shopping Center Permitted Hazardous Materials. "Hazardous Materials" are materials which are deemed, under applicable Laws (as defined below), to be hazardous to health, safety or the environment. "Permitted Hazardous Materials" are Hazardous Materials of the type and quantities that are safely and legally found in first class shopping centers. Tenant's use, sale, storage and disposal of the Permitted Hazardous Materials must comply with all environmental and other Laws, as defined below.

7. **Utilities.** Prior to the Lease Commencement Date, Tenant shall arrange (in its name) and pay for all gas, water, sewer, telephone and other utility services for the Leased Premises (the "Utilities"). Tenant shall pay for all Utilities consumed or used at the Leased Premises as and when due. The Leased Premises is separately metered for gas and electric and sub-metered for water. Tenant shall pay Landlord, as additional Rent, as and when billed by Landlord, all charges for consumption thereof based on the submeter. Landlord shall have the right to service the Shopping Center (and to require Tenant to obtain its services from the provider) with solar generated or other renewable forms of electricity at cost competitive rates. Tenant agrees to cooperate with Landlord's obligations to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Leased Premises.

8. **Maintenance and Repairs.** Tenant shall repair, maintain, replace and perform any required alterations or improvements to the following: (i) the Leased Premises, (ii) Tenant's signs, personal property, fixtures and equipment, (iii) the electrical, plumbing, sewerage, water, gas lines and equipment exclusively servicing the Leased Premises (whether inside or outside the Leased Premises), (iv) the heating, ventilating and air conditioning system ("HVAC") exclusively serving the Leased Premises, (v) the storefront of the Leased Premises, including the plate glass, windows, doors, hardware, trim or closure devices at the Leased Premises, and (vi) the fire and life-safety systems inside and/or exclusively servicing the Leased Premises, including, without limitation, any component thereof. The foregoing obligations of Tenant includes the responsibility to: (i) keep all of the foregoing in a good and safe condition and in compliance with all governmental laws, codes, ordinances and regulations, including, but not limited to, those related to the accessibility requirements within the Leased Premises (collectively, the "Laws"), (ii) provide Landlord with evidence of such compliance, within fifteen (15) days for any Health and Safety requirements and thirty (30) days for all other of Landlord's requests, and (iii) promptly provide Landlord with any notice of violation of Laws upon Tenant's receipt. If the need arises due to Tenant's use of the Leased Premises and/or Tenant's Work (as defined in Article 10) to make or install any improvements or alterations to other portions of the Shopping Center (the "Required Repair"), Landlord may, at Tenant's cost, either require Tenant to make the Required Repair, or elect to make the Required Repair. Tenant shall cooperate with any efforts by Landlord to comply with Laws. Tenant shall maintain a service contract for seasonal maintenance of the HVAC with a licensed HVAC contractor, and, upon request, provide a copy of same to Landlord. All garbage, waste and refuse will be regularly removed by Tenant at Tenant's expense. Should Landlord have (or initiate) a uniform HVAC maintenance program or a trash removal program, Tenant agrees, at Tenant's expense, to participate in the program(s) and use Landlord's designated contractor, provided its price is competitive with other licensed contractors in the region. Tenant shall, at its cost, remove from the sidewalks and Common Areas any rubbish or debris due to its activities and any snow or ice on the sidewalks adjacent to the Leased Premises. The roof, foundation, exterior of the perimeter demising walls and load bearing structural columns are not a part of the Leased Premises and will be maintained by Landlord unless the need for repairs arises out of an act or omission of Tenant, or its subtenants, licensees, employees, contractors, agents and/or anyone else claiming by, through, or under Tenant (the "Tenant Parties") (such as roof penetrations performed by or on behalf of Tenant or any of the Tenant Parties), in which case Landlord may either require Tenant to make the repairs, or elect to make the repairs at Tenant's cost. Landlord reserves the right to place signs or equipment (including utility equipment) and to perform additional construction within such areas. On the Expiration Date, Tenant shall remove its property and fixtures and surrender the Leased Premises in good condition and repair excluding reasonable wear, tear, and damage from casualties which Tenant is not required under this Lease to restore. Any personal property not removed shall be deemed abandoned by Tenant and shall become the property of Landlord. Landlord and its agents may enter the Leased Premises upon not less than twenty-four (24) hours'

notice during normal business hours (and in the case of any emergency or any violation of Laws at the Leased Premises, at any time and without notice) to: (a) make any repairs, alterations, or improvements, including the installation, maintenance, repair, upgrading or removal of pipes, wires and other conduits serving other tenant spaces or other parts of the Shopping Center, (b) permit persons to inspect the Leased Premises, and (c) perform other actions or rights by Landlord under this Lease. If Tenant fails to repair, maintain, replace and perform any required alterations or improvements required by Tenant pursuant to this Article 8 after thirty (30) days written notice from Landlord to Tenant of the necessity for same (except in the case of any such failure that Landlord reasonably determines exists the potential for imminent death, bodily injury to any person(s) or loss of property, or is of an emergency or a violation of Laws, in which case Landlord may provide 24 hours' notice or no notice, as reasonably determined by Landlord under such circumstances), then Landlord may enter into the Leased Premises and make the repairs on Tenant's behalf and upon delivery to Tenant of a written statement of the costs incurred by Landlord, Tenant shall reimburse Landlord for such costs within thirty (30) days. In exercising Landlord's rights pursuant to this Article, Landlord shall use reasonable efforts to not materially and adversely interfere with the operations of Tenant's business and will cause as little damage to the Leased Premises as reasonably practical (any physical damage to the Leased Premises caused solely by Landlord during such access shall be promptly repaired by Landlord after written notice from Tenant to Landlord regarding such damage).

9. **Signs.** Landlord shall deliver the Leased Premises free of any and all signage from any prior occupant and without damage related to the removal thereof. Promptly after the Lease Commencement Date, Tenant shall, at its sole cost and expense, install on the exterior windows of the Leased Premises temporary window signage announcing the forthcoming opening of Tenant's business. Prior to opening for business, Tenant must remove the temporary window signage and install an exterior sign on the façade of the Leased Premises. All of Tenant's exterior signage must: (i) conform to applicable Laws and the Shopping Center signage criteria which, if any, is attached to this Lease as Exhibit "C", (the "Sign Criteria") and (ii) be approved by Landlord in writing prior to being installed. On or before the Expiration Date Tenant must remove its exterior sign and repair/repaint the areas of the façade where the sign was located. Landlord reserves the right to periodically update or modify the Sign Criteria and require Tenant to install, at its sole cost, new signage conforming to the revised Sign Criteria that must be approved by Landlord prior to installation. If Landlord has a designated sign vendor for the Shopping Center, then Tenant is required to use Landlord's designated sign vendor for the design, manufacture and installation of all exterior signage (provided the vendor rates for services, in Tenant's reasonable determination are competitive) and Landlord shall have no obligation to review or approve any sign drawings which have not been prepared by Landlord's designated sign vendor. Presently, although subject to change, Landlord currently does not have a designated sign vendor for the Shopping Center. During the last six (6) months of the Lease Term, Landlord reserves the right to place a "For Lease" sign in the window of the Leased Premises. Landlord has approved the sign drawings attached hereto as Exhibit "C-1" ("Tenant's Pre-Approved Signage"). Any changes to Tenant's Pre-Approved Signage shall require Landlord's prior written consent. The drawings remain subject to governmental approval. Landlord shall have the right to remove any signage that has been installed by Tenant at the Leased Premises in violation of the requirements of this Article upon twenty-four (24) hours prior notice to Tenant.

10. **Construction.** Any alterations, remodeling or other improvements Tenant desires to make to the Leased Premises ("Tenant's Work"), shall be performed by Tenant: (i) at its sole cost and expense, (ii) in compliance with all Laws, and (iii) except as provided below, in accordance with Approved Plans (as defined below). Within fifteen (15) days of the Effective Date, and before starting any other Tenant's Work or filing for building or other permits, Tenant must submit to Landlord, for its review and approval, plans and specifications for Tenant's Work (the "Plans"). Landlord shall inform Tenant of any objections to the Plans within thirty (30) days after receipt. If Landlord provides objections to the Plans, Tenant shall, within fifteen (15) days of receiving Landlord's objections, deliver to Landlord revised Plans, which Landlord shall accept or reject within the next fifteen (15) days. The term "Approved Plans" refers to the final Plans which have been approved by Landlord. Landlord's review and approval of Tenant's Plans is not an affirmation by Landlord that the Plans (or Tenant's Work) comply with applicable Laws nor does the approval impose any liability on Landlord. Notwithstanding the foregoing, Landlord has approved of Tenant's scope of work attached hereto as Exhibit "E" ("Tenant's Pre-Approved Scope of Work"), provided, however, that Tenant's Work shall still remain subject to Landlord's approval of its Plans. Before starting Tenant's Work, Tenant must provide to Landlord: (a) the Contractor Indemnity Agreement (attached as Exhibit "B-1") signed by Tenant's contractor, (b) certificates or other evidence that Tenant and its contractor have the insurance required by this Lease, and (c) permits or other evidence that Tenant has obtained all governmental approvals required for the construction of Tenant's Work. Once Landlord receives and approves the foregoing, Tenant shall promptly commence and complete Tenant's Work in accordance with the Approved Plans. Tenant shall pay, when due, all charges for labor and materials associated with Tenant's Work. Before opening for business, Tenant must obtain and deliver to Landlord all governmental permits (including any certificate of occupancy) required for Tenant to use and occupy the Leased Premises (the "Occupancy Permits"). Within thirty (30) days following Tenant opening for business, Tenant shall obtain and deliver to Landlord either (a) paid invoices with line items for all of Tenant's Work, or (b) Tenant's general contractor's detailed schedule of values, along with final unconditional lien waivers from all contractors, subcontractors and materialmen who performed any Tenant's Work (the "Invoices and Lien Waivers"). Tenant is required to perform Tenant's Work in a manner that minimizes the disruption of ongoing business and other activities in the Shopping Center and limit its construction and staging areas to the interior of the Leased Premises. Each day, Tenant must remove any debris or materials in the Common Areas caused by Tenant's Work. Persons performing any portion of Tenant's Work are only allowed to park their vehicles in areas designated by Landlord. If Landlord or its representative inspects the Leased Premises and determines that Tenant's Work is not being done in accordance with the Approved Plans, Tenant shall immediately correct the deficiencies or omissions. Notwithstanding the foregoing, following Tenant's initial build-out, Tenant may make interior non-structural alterations (not to exceed Twenty-Five Thousand Dollars ($25,000)) to the Leased Premises which do not (i) affect any mechanical, structural or utility systems located in, or serving, the Leased Premises, or (ii) require a building permit without obtaining

Landlord's consent. Tenant shall deliver to Landlord "as-built" plans or drawings of such alterations promptly after the alterations have been completed. During the course of all alterations, additions and/or improvements to the Leased Premises, Tenant shall post and keep posted (until completion of the same), in a conspicuous place upon the Leased Premises, and shall personally serve upon all contractors and subcontractors performing any of the alterations, additions and/or improvements, a notice consistent with Colorado Revised Statute Section 38-22-105, stating that Landlord's interest in the Leased Premises shall not be subject to any lien for said work. Notwithstanding anything contained herein, in the event Tenant's Work only consists of minor cosmetic changes (installation of shelves, painting and carpeting, and other similar interior non-structural minor cosmetic changes), then Tenant shall not be required to provide Landlord with any Plans. However, in the event Tenant's Work (a) affects the plumbing, electrical or other mechanical systems serving the Leased Premises or (b) consists of structural improvements in or to the Leased Premises or (c) requires the submittal of plans to the municipality and/or requires municipal permits and approvals, then Tenant shall be required to submit Plans to Landlord as set forth herein.

11. **Indemnification.**

(A) Tenant shall defend, indemnify and hold Landlord (along with the Landlord Insured Parties [as defined below] and any fee owner of the Shopping Center) harmless from all losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages (i) claimed to have been caused by or resulted from any act, omission or negligence of Tenant or Tenant Parties no matter where occurring, (ii) occurring in the Leased Premises, except to the extent caused by Landlord's negligence (iii) for compensation or brokerage fees claimed by any broker or other party in connection with the making of this Lease (except for any broker with whom Landlord has agreed to compensate per separate agreement), (iv) arising out of any liens placed against the Leased Premises or the Shopping Center resulting from Tenant's Work or any act or omission of Tenant or the Tenant Parties (a "Tenant Lien"), (v) arising out of the use, storage or disposal by any of the Tenant Parties of Hazardous Materials (including, any Permitted Hazardous Materials) and (vi) arising out of any breach or default by Tenant. Landlord shall not be liable for any injury or any loss or damage to or interference with any merchandise, equipment, fixtures, or other personal property or the business operations of Tenant or anyone in the Leased Premises occasioned by: (a) the act or omission of persons occupying other premises in the Shopping Center; (b) any defect (latent or otherwise) in any building or the equipment, machinery, or utilities; (c) any breakage or leakage of the roof, walls, floor, pipes, sewerage and/or other equipment; (d) any backing up, seepage or overflow of water or sewage; and/or (e) flood, rain, snowfall or other elements or Acts of God, except to the extent caused by Landlord's negligence or willful misconduct with regard to (b),(c) or (d).

(B) Subject to the provisions of Articles 12 and 21(F), Landlord shall indemnify Tenant against any losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages caused by or resulting from personal injury or property damage: (i) occurring in the Common Areas except to the extent caused by any act, omission or negligence of Tenant or anyone claiming under Tenant or its subtenants, concessionaires, employees, contractors or invitees; (ii) caused by or resulting from any negligent act or omission of Landlord or its agents, employees or contractors, (iii) arising out of any liens placed against the Leased Premises resulting from any work performed by Landlord; (iv) arising out of the use, storage or disposal by Landlord of Hazardous Materials; and/or (v) arising out of any breach of this Lease or default hereunder by Landlord.

12. **Insurance; Waiver of Subrogation.** Tenant shall maintain: (i) property insurance for all Tenant's personal property and improvements (including, without limitation, any Tenant's Work), (ii) Comprehensive General Liability insurance (including bodily injury and property damage) insuring Tenant and Landlord with minimum coverage of Two Million Dollars ($2,000,000) combined single limit and a liquor liability insurance policy with a limit of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate, (iii) umbrella liability insurance covering Comprehensive General Liability and liquor liability with not less than Five Million ($5,000,000) Dollars in coverage, and (iv) business interruption insurance. During any period Tenant is constructing any Tenant's Work, Tenant (or its contractor) must maintain the following insurance: (a) Comprehensive general liability insurance including Blanket Contractual Liability with a minimum level of coverage in the amount of Three Million Dollars ($3,000,000) Combined Single Limit for bodily injury and property damage, (b) Workers Compensation and Occupational Disease insurance with statutory limits and form as required by the state where the Leased Premises is located, and (c) Employer's Liability with a limit of not less than One Million Dollars ($1,000,000) for all damage. Tenant's (and its contractor's) insurance must (1) be primary and not secondary coverages, (2) be issued by an insurance company having an "AM Best Rating" of A-VIII or better, (3) name Landlord, its lender (if any) or any other party designated by Landlord as additional insureds (collectively, the "Landlord Insured Parties"), (4) contain a waiver of any right of recovery by way of subrogation against any Landlord Insured Parties in the event of any loss, (5) provide for a thirty (30) day written notice to the Landlord Insured Parties prior to cancellation or material change of coverage, and, (6) be for a term of not less than one (1) year. Prior to the Lease Commencement Date, and thereafter when each policy is renewed or replaced, Tenant must provide Landlord with certificates or copies of the declaration page evidencing the insurance coverages required by this Lease. Landlord and Tenant hereby release the other for property damage to the extent of the insurance it is required to carry under this Lease. Landlord and Tenant hereby release the other and all other persons claiming by, through or under it by way of subrogation from any and all liability for loss or damage to property to the extent covered by insurance policies which are required by this Lease and/or maintained by the party suffering the loss, even if such loss or damage is caused by the fault or negligence of the other or of any persons claiming by, through or under the other. Tenant and Landlord will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation.

13. **Destruction of Leased Premises; Eminent Domain.** If due to a fire, casualty, or eminent domain either: (i) the Leased Premises, or (ii) a substantial portion of the Shopping Center is materially damaged and/or rendered

untenantable then Landlord shall have the option, within ninety (90) days after the date of casualty or notice of the eminent domain, on written notice to Tenant, to terminate the Lease, in which case the Lease shall end on the date specified in Landlord's notice. If the Lease is not terminated by Landlord, then Tenant shall, immediately on notice from Landlord, remove its fixtures, other property and debris as required by Landlord, and then Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant; and on completion thereof, Tenant shall restore Tenant's property and promptly reopen for business. There will be a fair and equitable abatement of Rent during the period Tenant is unable to use the Leased Premises subject to any recovery Tenant is able to obtain from its own insurance carriers. If after the restoration of the Leased Premises, the Floor Area is more or less than the Floor Area stated in this Lease, future Rent will be equitably adjusted to reflect the new size of the Leased Premises. If the Lease is terminated as a result of eminent domain, Tenant: a) shall not be entitled to any part of Landlord's award or damages, but (b) may assert its own claim for damages from the condemning authority as long as it does not reduce Landlord's award or damages. In the event the structure of the Leased Premises is substantially damaged as a result of fire or other casualty, to the extent that Tenant cannot reasonably operate its business, and the casualty did not arise out of any act or omission of Tenant, and Tenant desires to know Landlord's estimate of the time it will take to complete the repairs, Tenant shall, within sixty (60) days after the date of casualty, give Landlord written notice specifically citing this Article and requesting that Landlord give an estimate of the time it will take to complete the repairs. Landlord shall respond to Tenant within thirty (30) days after its receipt of Tenant's notice. In the event Landlord reasonably estimates that it will take more than one (1) year (from the date of the casualty) to complete the repairs, then Tenant shall have the right to terminate this Lease by giving ten (10) days written notice to Landlord within ten (10) days after receiving Landlord's response.

14. **Tenant Default; Attorney's Fees; Mitigation.** A "Tenant Default" shall be deemed to have occurred when Tenant fails to: (i) make any Rent payment (or other payment required by this Lease) within five (5) days after the date the payment was originally due, (ii) remove, bond or discharge any Tenant Lien within ten (10) days after written notice of such Tenant Lien (failing which, in addition to all other rights and remedies hereunder, Landlord may bond or otherwise remove the Tenant Lien and collect all expenses incurred from Tenant as Additional Rent), (iii) Tenant fails to timely execute and deliver any instruments or certificates required under Articles 12, 15 or 18, it being understood and agreed that no additional notice or grace period shall be required for such failure to constitute a Tenant Default, or (iv) perform or observe any other obligation of Tenant under this Lease within fifteen (15) days after receipt of written notice from Landlord. Bankruptcy of any Guarantor under the Lease shall be deemed a Tenant Default for which Landlord shall be entitled to terminate the Lease. Landlord may, but shall not be required, to permit Tenant to provide a substitute guarantor which is acceptable to Landlord, in Landlord's sole discretion, or such other security as is acceptable to Landlord within thirty (30) days of the filing of the Guarantor's bankruptcy. Upon the happening of a Tenant Default, Landlord shall have all rights and remedies available at law or equity, including but not limited to: (a) the right (without the need to provide any prior notice to Tenant) to perform or cure, at Tenant's cost and expense, Tenant's obligation (and if necessary enter upon the Leased Premises) (the costs incurred by Landlord are Additional Rent payable by Tenant upon Landlord's demand), (b) terminate this Lease and Tenant's right to possession of the Leased Premises by any lawful means, in which case Tenant must immediately surrender possession of the Leased Premises to Landlord, (c) not terminate Tenant's right to possession but continue this Lease in full force and effect; however, Landlord may enforce all rights and remedies under this Lease, including the right to recover Rent and all other charges due hereunder as Rent and such other charges as shall become due, or (d) reenter the Leased Premises and on behalf of Tenant relet all or a part of the Leased Premises at such rental or rentals and upon such other terms and conditions (which may be for a term extending beyond the Lease Term) as Landlord in its sole discretion may deem advisable (it being expressly understood that unless required by Laws, Landlord is under no obligation to relet the Leased Premises). Should Landlord reenter the Leased Premises, Landlord shall not be deemed to have terminated this Lease or have accepted surrender thereof by any such reentry, or reletting on Tenant's behalf, unless Landlord notifies Tenant in writing that it has so elected to terminate this Lease and Tenant's right to possession. Landlord shall also be entitled to recover from Tenant: (1) all accrued and unpaid Rent, (2) the Rent (the "Remaining Rent") which would have been payable to Landlord had the Lease not been terminated due to the Tenant Default, and (3) all damages, costs and expense incurred by Landlord as a result of the Tenant Default. The Remaining Rent may be recovered monthly or Landlord may elect (if allowed by Laws) to accelerate the Remaining Rent (for loss of a bargain and not as a penalty). In any litigation concerning this Lease, the non-prevailing party must pay the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party. Tenant may interpose any mandatory or compulsory counterclaims that, by operation of law, would be lost if not brought in Landlord's action. If required by Laws, Landlord will make reasonable efforts to mitigate its damages, but, Landlord is not obligated to lease the Leased Premises at below market rent or to a tenant Landlord, in its sole judgment, deems undesirable, nor is Landlord required to relet the Leased Premises before other stores Landlord may have available for lease. The costs of any reletting are part of the damages Landlord may recover upon a Tenant Default. **TO THE EXTENT ALLOWED BY LAWS, LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION.**

15. **Subordination; Quiet Enjoyment.** This Lease is subject and subordinate to all matters of record which now or hereafter encumber the Shopping Center and/or Landlord's interests in the Shopping Center (the "Encumbrances"). This clause shall be self-operative and no further instrument of subordination shall be required, but if requested by Landlord, Tenant will execute instruments acknowledging the subordination. If Landlord transfers (by sale or foreclosure [or deed in lieu], or by virtue of termination of any underlying lease) its interest in this Lease or the Shopping Center, Tenant shall, if requested, attorn to such transferee and execute instruments acknowledging the attornment. Subject to the Encumbrances and the terms of this Lease, Landlord covenants that, absent a Tenant Default, Tenant's peaceful and quiet enjoyment of the Leased Premises shall not be disturbed by Landlord or anyone properly claiming through Landlord.

16. **Assignment and Subletting.** Tenant shall not, directly or indirectly, without the prior consent of Landlord, which may be withheld in Landlord's reasonable discretion: (i) assign this Lease, (ii) sublet all or a part of the Leased Premises, (iii) pledge, mortgage or hypothecate this Lease or any interest herein, or (iv) if Tenant is a business entity permit the sale or transfer of any ownership interest in Tenant which results in a change of control or management of Tenant ("Transfer"). Before engaging in any Transfer, Tenant must provide Landlord with thirty (30) days prior written notice of the proposed Transfer together with all of the documents and information related to the Transfer, including the experience and financial capabilities (including financial statements) of the parties to the Transfer (the "Proposed Transferee") in a form and content reasonably acceptable to Landlord. Landlord may request additional information and will charge Tenant a fee to compensate Landlord for the costs in reviewing the Transfer request, which is currently Two Thousand Five Hundred Dollars ($2,500) per request. In any assignment, the assignee must assume this Lease in writing in a form and content reasonably acceptable to Landlord. Unless Landlord provides written notice that it approves the Transfer request, within thirty (30) days after its receipt of all the information required by this Article, Landlord will be deemed to have denied its consent to the Transfer. Consent by Landlord to one or more Transfers shall not: (i) operate as a waiver of Landlord's rights as to any subsequent Transfers, or (ii) release the tenant engaged in the Transfer (or its Guarantor) from any obligations, liabilities or covenants under this Lease (or the Guarantor's guaranty). Anything contained in this Lease to the contrary notwithstanding, Tenant shall not be permitted to enter into a Transfer if the amounts received by Landlord pursuant to this Lease would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar or successor provision thereto or which would cause any other income of Landlord to fail to qualify as income described in Section 856(c) (2) of the Code. Notwithstanding any Transfer, unless specifically approved by Landlord, the Leased Premises shall continue to be used only for the Permitted Use. It will not be considered unreasonable if Landlord, as a condition to its consent to a Transfer, requires the Proposed Transferee to provide to Landlord adequate assurance (in Landlord's reasonable opinion) of the financial ability of the Proposed Transferee to perform the obligations of Tenant under the Lease, which may include, but are not limited to, Landlord requiring a guaranty by an individual or entity acceptable to Landlord or by Proposed Transferee depositing with Landlord additional sums that will be added to the Security Deposit at the time of the Transfer.

17. **Relocation.** Intentionally Deleted.

18. **Estoppel Certificates.** Upon ten (10) business days written notice, Tenant and Landlord shall deliver to the requesting party a signed and acknowledged written statement addressed to Landlord or Tenant, as applicable (or such other parties as the requesting party may designate), on the requesting party's form (or such other commercially reasonable form), certifying: (i) the date of this Lease, (ii) that this Lease is in full force and effect and unmodified (except as stated), (iii) the monthly Base Rent and Additional Rent payable during the Lease Term and the date to which the Rent has been paid, (iv) whether the requesting party is in default, or if there are any offsets, defenses, or counterclaims against the requesting party, and (v) any additional reasonably requested information.

19. **OFAC/FCPA.** Tenant and Landlord represent and warrant to each other that neither the representing party, nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of such representing party, any agent or affiliate or representative of such party: (i) is the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person" (collectively, "Sanctions")), (ii) is engaged in activities in violation of Sanctions; or (iii) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. In the event any of the representations in this Article are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable Tenant Default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate this Lease on written notice to Tenant.

    Landlord and Tenant each warrant, represent, covenant and agree that it shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("Anti-Corruption Laws") in connection with all obligations under this Lease. No payments of money, gifts or anything of value have been or shall be offered, promised or paid, directly or indirectly, to any person or entity to corruptly influence the acts any government official or member of their family with or without corrupt intent or to obtain or receive an improper advantage. The parties shall keep appropriate records to establish compliance with this provision.

20. **Redevelopment.**

    (A) Tenant acknowledges that Landlord may, but is under no obligation to, redevelop the Shopping Center at some time in the future (a "Redevelopment"). Notwithstanding anything in the Lease to the contrary, in Landlord's sole discretion, a Redevelopment of the Shopping Center may include non-retail uses such as hotel, residential, medical and/or office (but shall not include industrial uses). Tenant acknowledges that the process involved in such a Redevelopment may disrupt the normal business activities of the Shopping Center. Tenant agrees to accept the Leased Premises subject to any disturbance or impact any such Redevelopment may have upon the Leased Premises and Tenant's operations; provided that during Redevelopment, Landlord shall act reasonably in its efforts to not materially and adversely interfere with the operations of Tenant's business. Landlord may relocate, increase, reduce or otherwise change the number, dimensions, or locations of buildings, the Common Areas, and/or the location of the Leased Premises without any calendar year construction blackout periods, construction limitations or building restrictions, including any expressly stated in the Lease. Accordingly, the configuration of the Shopping Center shown on the current site plan may be modified due to changes as part of a Redevelopment. However, Landlord agrees that, for so long as Tenant is open and operating for business at the Leased Premises and is not in default of any of the terms or provisions of the Lease beyond applicable notice and cure periods,

Landlord shall not construct or permit (except as may be required by law) the construction of any new permanent buildings in the "No Build Area" shown on Exhibit "A" attached hereto which would materially obstruct access to or the visibility of the Leased Premises.

(B) Upon Landlord's request, Tenant shall remove its exterior signage and fabricate and install, at Landlord's reasonable cost, a temporary sign or banner as directed by Landlord and reasonably satisfactory to Tenant. At Landlord's request, Tenant will remove the temporary signage and reinstall its permanent signage permitted by the Lease. In the event the Shopping Center sign criteria changed as a result of a Redevelopment, then on or before the completion of the Redevelopment, Landlord will provide Tenant with revised Shopping Center sign criteria and Tenant shall be required, at Landlord's sole, reasonable cost and expense, to install a new sign that complies with the new sign criteria. Tenant's sign design drawings and specifications shall be submitted to Landlord for Landlord's written approval prior to the fabrication and erection of Tenant's sign. The sign shall be governed by all applicable provisions of the Lease, including, but not limited to, Tenant's duty to repair and insure the sign. The sign shall be subject to all governmental authorities' codes and restrictions.

21. **Miscellaneous Provisions.**

A. The Lease contains the entire agreement between the parties and can only be modified by a document signed by both Landlord and Tenant. All prior discussions, communications or statements (whether written or oral) between Landlord and Tenant concerning the transactions in this Lease have been superseded by this Lease.

B. The Lease may be signed in counterparts or by email, or other electronic methods acceptable to the parties. If Tenant is more than one individual or legal entity, they are all jointly and severally liable. This Lease (or any memorandum) may not be recorded in any public records.

C. Tenant represents that: (i) other than the Broker, it has not dealt with any broker or other person entitled to compensation in connection with this Lease, and (ii) the person signing this Lease as, or on behalf of, Tenant is duly authorized to execute this Lease on behalf of Tenant.

D. Any Rent not paid when due shall bear interest at fifteen percent (15%) per annum from the date such amount was originally due until paid. In addition, Tenant shall pay Landlord a Fifty Dollar ($50) late charge for each such late payment. No payment by Tenant or acceptance by Landlord of a lesser amount of Rent due from Tenant shall be deemed payment on account, and Tenant's payment of a lesser amount with a statement that the lesser amount is payment in full shall not be deemed an accord and satisfaction. Landlord's waiver of events that would be a Tenant Default, or the acceptance by Landlord of a partial, late or less than full payment or performance by Tenant of its obligations under this Lease is not a waiver by Landlord of any of the provisions of this Lease. Any waiver by Landlord: (i) must be in writing; (ii) is limited to the scope and duration specified in the waiver; and (iii) is only valid if signed by Landlord. If any person other than Tenant shall pay Rent, the acceptance by Landlord of a payment from any person other than Tenant is not a waiver by Landlord of any provision of this Lease nor creates any relationship between the payor and Landlord. Landlord shall have the sole right to designate the manner in which Rent payments received from Tenant are applied to Tenant's Rent account. This Lease shall be construed in accordance with and governed by the laws of the jurisdiction where the Shopping Center is located, without giving effect to any conflict of laws provision thereof. If a court determines any provision of this Lease (other than Tenant's obligation to pay Rent) is invalid, the remainder of this Lease shall not be affected.

E. Any occupancy of the Leased Premises by Tenant (or anyone claiming by, through, or under Tenant) after the Expiration Date shall be as a tenant at sufferance on the same terms and provisions of this Lease, but during such period the Base Rent will be double the Base Rent due on the day before the Expiration Date.

F. The liability of Landlord under this Lease is limited solely to its interest in the Shopping Center. No other assets of Landlord are subject to any claim of Tenant. This Lease is binding upon the permitted heirs, assigns and successors in interest to the parties. "Tenant" includes the persons named expressly as Tenant and its permitted transferees, successors and assigns. "Landlord" means only the then-owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease and the assumption of this Lease by the transferee, the transferor shall be automatically released from all liability and obligations as Landlord subsequent to the transfer. In no event under any provision of this Lease shall Landlord be liable for loss of business, punitive or consequential damages.

G. Landlord and Tenant will each be excused from performing any obligation hereunder for such period of time it is delayed from doing so by an Act of God, inclement weather, war, civil commotion, casualty, terrorism, labor difficulties, government regulations or orders, delays in obtaining governmental permits and approvals, including delays resulting from third party appeals, or other causes beyond its reasonable control. Nothing in this Lease shall excuse or permit delay of the time for Tenant to pay Rent or other money or to obtain and maintain insurance policies.

H. If Landlord is unable to deliver the Leased Premises by the end of one hundred eighty (180) days after Landlord's execution of this Lease, then either party may terminate this Lease by giving thirty (30) days written notice to the other at any time thereafter and prior to tender.

I. Notices must be in writing and sent by certified mail return receipt requested, or by a nationally recognized overnight courier service to Tenant or Landlord at the addresses set forth above. Notices shall be effective on the earlier of: (i) the date received, or (ii) the date delivery refused. Notices given by Landlord may be given by Landlord, its agent or attorney in any manner permitted by applicable law. Either party may change its address

for notice purposes on written notice to the other party provided the new address is located in the United States, and further provided that Tenant's notice address cannot be a post office box.

J. The parties hereby each agree that its authorized signatories may receive and review this Lease via electronic record and may sign this Lease via electronic digital signature (i.e., DocuSign or similar electronic signature technology), and the parties may rely on such electronic digital signatures as if they are original signatures by each party or duly authorized representatives of each party.

22. **Options to Extend Lease Term.**

A. Provided there is no Tenant Default, and Tenant is in actual physical possession of all of the Leased Premises (and operating and open for business as contemplated by this Lease, in all of the Leased Premises), Tenant shall have the right to extend the term of this Lease beyond the Original Term for two (2) consecutive additional periods of five (5) years each (the "First Additional Term" and the "Second Additional Term", as may sometimes be referred to herein collectively as the "Additional Terms"). In order to exercise an option, Tenant must deliver to Landlord written notice at least three hundred sixty-five (365) days prior to the expiration of the then current Term, of its election to exercise its option, **TIME BEING OF THE ESSENCE** with respect to such notice. Such notice of election to extend the term of the Lease shall be irrevocable. Except as specifically set forth herein, the Additional Terms shall be upon all of the terms and conditions of the Lease except that any articles which were intended to be one time, initial provisions or concessions (such as free Rent, Landlord work, or a Tenant Improvement Allowance) shall be deemed to have been satisfied and shall not apply to the Additional Terms. Also, there shall be no option to extend the term of the Lease beyond the Second Additional Term. The exercise of the option for the First Additional Term is a condition precedent to the exercise of the option for the Second Additional Term. The renewal options set forth in this Article are exclusively for the benefit of 10and5 LLC and any successor, assignee, subtenant or transferee of 10and5 LLC, pursuant to and in accordance with Article 16 of this Lease. In the event of any assignment, subletting, or other transfer of 10and5 LLC's interest in this Lease or the Leased Premises not in accordance with Article 16 of this Lease, then this Article shall be deemed deleted from this Lease. Notwithstanding anything contained herein, or in the Lease to the contrary, in the event that Tenant commits two (2) or more monetary Tenant Defaults in any one (1) calendar year (despite any cure thereof), then, in Landlord's sole discretion, this Article may be revoked in writing by Landlord.

B. Option Base Rent - First Additional Term. In the event Tenant exercises its option to extend the Lease Term for the First Additional Term as provided above, the Base Rent during each Lease Year of the First Additional Term shall be as set forth in Article 1(H)(i).

C. Option Base Rent - Second Additional Term. In the event Tenant exercises its option to extend the Lease Term for the Second Additional Term as provided above, the Base Rent during each Lease Year of the Second Additional Term shall be as set forth in Article 1(H)(ii).

23. **Tenant Improvement Allowance.**

A. In consideration of Tenant's initial construction of Tenant's Work in accordance with the Approved Plans (if required), Landlord agrees to provide Tenant with a one-time allowance equal to the lesser of (i) the actual cost of Tenant's Work, or (ii) the sum of Eighty-Nine Thousand Nine Hundred Fifty and 00/100 Dollars ($89,950.00) (the "Tenant Improvement Allowance"). The Tenant Improvement Allowance may only be used to reimburse Tenant for the actual costs incurred by Tenant in constructing Tenant's Work (which costs may include reasonable costs incurred for architect's, engineering, or permitting fees associated with Tenant's Work, but *specifically excludes costs incurred for Tenant's personal property, furniture, trade fixtures, equipment*, inventory, and signs or any relocation costs associated with any of the foregoing). If the cost of Tenant's Work exceeds the Tenant Improvement Allowance, such excess amount shall be borne solely by Tenant. Landlord will have no obligation to provide Tenant the Tenant Improvement Allowance during a Tenant Default. Landlord shall pay the Tenant Improvement Allowance within approximately thirty (30) days after Tenant has satisfied the following conditions (the "Disbursement Conditions"):

(i) Completed Tenant's Work in accordance with the Approved Plans (if required) and installed Tenant's signage, approved by Landlord, on the exterior façade of the Leased Premises;
(ii) Opened the Leased Premises for business to the public for the Permitted Use; and
(iii) Supplied to Landlord a written request accompanied with all of the following: (a) the Occupancy Permit (see Article 10 of the Lease); (b) the Invoices and Lien Waivers (see Article 10 of the Lease); (c) final as-built plans for Tenant's Work; and (d) a signed W-9 for the Tenant.

If the Disbursement Conditions are not satisfied within one hundred and eighty (180) days after the Rent Commencement Date, Tenant will forfeit any right to the Tenant Improvement Allowance. In addition, Landlord will not be obligated disburse the Tenant Improvement Allowance while there is a Tenant Default.

B. Landlord and Tenant acknowledge and agree that all alterations, improvements, repairs or installations made by Tenant to or upon the Leased Premises which are funded by the Tenant Improvement Allowance, or the costs of which are reimbursed to Tenant by the Tenant Improvement Allowance, are and shall always remain the property of Landlord. It is expressly agreed and acknowledged that the payment of the Tenant Improvement Allowance is subject in all respects to satisfaction of certain conditions set forth in this Article, which conditions were bargained for by the parties and consideration was given. The economic terms of this Lease would have been different (and less beneficial to Tenant) had these conditions to payment not been agreed to by the Tenant and are binding upon any assignee.

C. Upon a Tenant Default, Tenant will no longer have any right to the Tenant Improvement Allowance. In addition, if prior to the disbursement of all the Tenant Improvement Allowance, there is a breach by Tenant of its obligations under this Lease, Landlord may deduct from the Tenant Improvement Allowance the amounts needed to cure the breach or to reimburse the Landlord for any costs or expenses Landlord may incur because of the Tenant Default. Furthermore, should Tenant (or its Guarantor), at the time prior to the disbursement of the Tenant Improvement Allowance be subject to any voluntary or involuntary action brought under Title 11 of the U.S. Code or similar Laws (collectively the "Bankruptcy Action") Landlord is not obligated to disburse the Tenant Improvement Allowance until such time as (i) the Bankruptcy Action has been dismissed or discharged, or (ii) Tenant (or a Transferee approved by Landlord) has (1) assumed this Lease pursuant to a "final order" order of the court handling the Bankruptcy Action and (2) provided Landlord sufficient "adequate assurance of future performance" (as defined under the Bankruptcy Code) of its ability to satisfy all of Tenant's obligations under this Lease.

24. **HVAC**. Landlord shall deliver the existing 8.5 ton and existing 5-ton HVAC Unit serving the Leased Premises in good working order.

25. **Plumbing and Hair Traps.** Landlord shall deliver the plumbing system exclusively serving the Leased Premises in good working order. Tenant shall, in accordance with all applicable codes, and plans and specifications approved by Landlord, install (and maintain and replace as necessary) hair traps under the sinks, or immediately outside the Leased Premises, connecting all lines from the Leased Premises to the main sanitary branch.

26. **Odor.** Tenant acknowledges that the terms of this Lease prevent the use of the Leased Premises in a manner that shall be offensive and that unless properly conducted, the Permitted Use can cause odors in and about the Leased Premises. Tenant agrees that it shall install, and properly maintain in good working order throughout the Lease Term, such ventilation and other equipment as required by municipal codes and as may be necessary to relieve the Leased Premises and the adjoining and surrounding premises of any objectionable odors caused by Tenant's business operation, as reasonably determined by Landlord, which may include special vents to create negative pressure; and failure to do same shall constitute a Tenant Default under the Lease. Tenant shall defend, indemnify and hold Landlord harmless of and from any loss, cost or expense arising out of such odor or other conditions in the Leased Premises. Tenant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Shopping Center as frequently as is necessary in order to eliminate all such odors.

27. **Trade Fixtures**. Tenant has requested that it be allowed to utilize certain trade fixtures which presently are located in the Leased Premises (the "Trade Fixtures"). The Trade Fixtures were left in the Leased Premises by a prior tenant. Landlord is not aware of any claims to these Trade Fixtures made by any other party, but Landlord does not warrant nor make any representations, express or implied, as to whether: (i) Landlord has clear title to the Trade Fixtures, (ii) the Trade Fixtures are free of liens, or (iii) the trade fixtures are in good working order or comply with code, Tenant expressly agreeing to take them in their "as-is", "where-is" condition. TENANT HEREBY ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE VALUE, NATURE, QUALITY OR CONDITION OF THE TRADE FIXTURES OR THE SUITABILITY OF THE TRADE FIXTURES FOR ANY PURPOSE OR THE HABITABLITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR ANY PURPOSE. Tenant agrees that, in the event a third party asserts a claim to the Trade Fixtures, Tenant will not look to Landlord for any compensation whatsoever, and Tenant will allow the third party to peaceably enter the Leased Premises and remove the Trade Fixtures. Subject to the provisions of this Article, Landlord has no objection to Tenant using the Trade Fixtures, provided that Tenant shall have no right to remove the Trade Fixtures from the Leased Premises at any time, and at the expiration of the Lease Term or sooner termination of the Lease, Tenant shall surrender the Trade Fixtures to Landlord in the same condition as they were in upon delivery of possession of the Leased Premises to Tenant, reasonable wear and tear excepted.

END OF GENERAL TERMS AND PROVISIONS

EXHIBIT "A"

SHOPPING CENTER SITE PLAN

EXHIBIT A

The site plan is intended to be an approximate depiction of the Shopping Center. No representation or warranty is made with respect to the actual location, number or configuration of Buildings, Curb Cuts, Abutting Thoroughfares, Parking Areas, Traffic Patterns, or of the Tenants intended to be within the Shopping Center. The Landlord specifically reserves the right to change the content and configuration of the Shopping Center from time to time and at any time the Landlord desires in its sole and absolute discretion, or as is required to conform to Local Governing Agencies.

The leased premises shall be the area identified below.

KIMCO REALTY | Bldg #116690 | EXHIBIT A | FD: 08/24

Colorado Secretary of State

Colorado Secretary of State
ID#: 20241242486
Document #: 20241242486
Filed on: 02/27/2024 10:31:56 AM
Paid: $50.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Olive Juice Beauty Bar, LLC

The principal office street address is

5321 Brotherton CT
Castle Rock CO CO 80104
US

The principal office mailing address is

5321 Brotherton CT
Castle Rock CO CO 80104
US

The name of the registered agent is Olive Juice Beauty Bar, LLC

The registered agent's street address is

5321 Brotherton CT
Castle Rock CO CO 80104
US

The registered agent's mailing address is

5321 Brotherton CT
Castle Rock CO CO 80104
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Roxanne Rabasco Mount
5321 Brotherton Ct
Castle Rock CO 80104
US

Gregory T Mount
5321 Brotherton Ct
Castle Rock CO 80104
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the

document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Roxanne Rabasco Mount
5321 Brotherton Ct
Castle Rock CO 80104
US

Gregory T Mount
5321 Brotherton Ct
Castle Rock CO 80104
US

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,

Olive Juice Beauty Bar, LLC

is a

Limited Liability Company

formed or registered on 02/27/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20241242486 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2024 that have been posted, and by documents delivered to this office electronically through 03/11/2024 @ 20:59:35 .

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 03/11/2024 @ 20:59:35 in accordance with applicable law. This certificate is assigned Confirmation Number 15834144 .

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."

OPERATING AGREEMENT
LIMITED LIABILITY COMPANY (LLC)

THIS OPERATING AGREEMENT (the "Agreement") is being made and entered into on 03/11/2024, by and between the signatories below (the "Members") for the purpose of creating a limited liability company which shall be formed and operated under the Limited Liability ACT of the State of Colorado. This agreement shall become effective on the date of signing as adopted by the Members appearing at the end of this Agreement.

IN CONSIDERATION OF the mutual promises and covenants of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the Members hereto as follows:

FORMATION

COMPANY FORMATION:
The Company was formed on 03/11/2024 upon filing with the Secretary of State of Colorado the Articles of Organization of the Company. In consideration of the mutual promises and covenants contained herein, the Members hereto agree that their rights and obligations and the administration and termination of the Company shall be governed by this Agreement, the Articles of Organization, and the Limited Liability ACT (herein after referred to as the "ACT").

NAME:
The business and all affairs of the Company shall be conducted under the name of Olive Juice Beauty Bar, LLC (the "Company" or "LLC"). The name of the Company may be changed from time to time by amendment of this Agreement and/or the Articles of Organization. The Company may conduct business under an assumed name by filing an 'Assumed Name Certificate' in the manner prescribed by applicable state law.

REGISTERED OFFICE:
The Registered Office or Headquarters and Registered Agent of the Company shall be as follows:

3624 E Highlands Ranch Pkwy, Unit 201
Highlands Ranch, Colorado 80126

Registered Agent: None

The Registered Agent and/or Office or Headquarters of this LLC may be changed from time to time as may be deemed fit or necessary, by and through the filing of a change of registered agent or office statement with the state of Colorado filing office. Amendment of this provision of this Operating Agreement shall not be necessary if and when such changes occur.

BUSINESS PURPOSE AND POWERS:
The Company may engage in any lawful business for which limited liability companies may be organized under the ACT unless a more limited purpose is stated in the Articles of Organization.

The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the ACT. The Company shall carry out the activities pursuant to the arrangements set forth in the Articles of Organization and this Agreement.

Any other specific business purposes and activities contemplated by the founder of this Agreement, and which were not contained within the Articles of Organization at the initial signing of said Articles, shall be included herein, acknowledged and agreed to as follows:

LLC shall be involved in Salon and Beauty Bar or may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

BE IT KNOWN that the foregoing statement of powers shall not serve as a limitation on the powers, authority, or abilities of this LLC, with which they shall be permitted to engage in any and all lawful business activities. In the event that the LLC should engage in any business activities outside the State of its formation that would require the qualification of the LLC in other states, it shall obtain said qualifications before engaging in any such out-of-state activities.

LLC DURATION:
The duration of this Agreement shall be perpetual and shall terminate only when a proposal to dissolve the LLC is adopted by all Members of the LLC or when this LLC is otherwise terminated pursuant to current state or federal laws.

NATURE OF MEMBERS' INTEREST:
The interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor, representative, or assign of such Member shall have any right, title, or interest in or to any Company property or the right to partition any real property owned by the Company. Interests may be evidenced by a certificate of Membership issued by the Company, in such form as the Managers may determine.

MAJORITY
Majority will be defined as 50% of the Managers or as 50% plus 1 in the event of a tie or an even number of Managers.

MEMBERS

MEMBER NAMES AND ADDRESSES:

The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as stated in the attached Schedule A and shall be made part of this Agreement. Said Schedule shall be amended by the Company as of the effectiveness of any transfer or subsequent issuance of any Membership Interest.

MEMBER ADMISSION:
In the event that an individual acquires a Membership Interest directly from the Company, the individual shall then become a Member only upon compliance with the requirements included in this Agreement and making the Capital Contributions specified under 'Capital Contributions,' if any. Any person may become a Member upon compliance with this section unless such individual lacks capacity or is otherwise prohibited from being admitted by applicable law.

MANAGERS

MANAGEMENT:
The Managers shall manage the business and affairs of the Company. In addition to the powers and authority expressly conferred by this Agreement upon the Managers, the Managers shall have full and complete authority, power, and discretion to manage and control any and all other acts or activities customary to or related to the management of the Company's business, except only as to those activities which require approval by the Members as stated herein or as required by the Articles of Organization, this Agreement or amendments hereto, the Act, or other applicable law.

In the event when there is more than one Manager present (i) any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement; and (ii) the Managers may elect one or more officers who may, but need not, be Members or Managers of the Company with such titles, duties, and compensation as may be designated by the Managers, subject to any applicable restrictions which may be provided within this Agreement.

NUMBER OF MANAGERS AND QUALIFICATIONS:
Each Member shall designate by corporate resolution one or more individuals authorized to act on their behalf in the management of the Company. The names and consent of the Managers to serve as such shall be evidenced under Formation of the Company, and made a part hereof, or as amended upon any change of Managers. The number of Managers within the Company may be fixed from time to time by the affirmative vote of a 'Majority Interest' of all the Members, but in no instance shall any decrease in the number of Managers have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Colorado or Members of the Company. A list of current Managers is attached hereto as Schedule B.

ELECTION AND TERM OF OFFICE:
Managers shall be elected at the annual meeting of the Members. Each Manager shall hold office until the Manager's successor shall have been elected and qualified, or until the death or

dissolution of such Manager, or until his or her resignation or removal from office in the manner provided in this Agreement.

RESIGNATION:
Any Manager of the Company may resign at any time by giving written notice to all of the Members of the Company. The resignation of any Manager shall take effect upon receipt of the notice thereof or at such time as shall be specified within said notice, unless otherwise specified therein, the Acceptance of said resignation shall not be necessary to make said resignation effective.

REMOVAL:
At any special meeting of the Members which has been called expressly for a removal purpose, all or any Manager may be removed at any time, either with or without cause, by the affirmative vote of a Majority Interest of all the Members then entitled to vote at any such election of Managers.

VACANCIES:
Any vacancy occurring for any reason in the Managers of the Company may be filled by the affirmative vote of a Majority of Managers, except for a vacancy occurring in the Managers by reason of any increase in the number of Managers, which shall be filled by the affirmative vote of a Majority Interest of all Members at an annual meeting or at a special meeting of Members called for that purpose.

REVIEW OF RECORDS AND BOOKS:
Any Manager shall have the right to examine all books and records of the Company for a purpose reasonably related to such Manager's position as a Manager.

COMPENSATION:
The compensation of the Managers of the Company shall be variable by an affirmative vote of a Majority Interest of the Members or by contract approved by an affirmative vote of a Majority Interest of the Members. No Manager shall be denied or prevented from receiving such salary by reason of the fact that s/he is also a Member of the Company.

COMMITTEES:
The Managers, by resolution, may designate from among the Managers one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to any limitations imposed by the Managers, replace absent or disqualified Managers at any Meeting of that committee. Any such committee, to the extent provided in such resolution or herein contained within this Agreement, shall have and may exercise all of the authority of the Managers, subject to any restrictions contained within this Agreement.

MEMBER MEETINGS

MEMBER ANNUAL MEETINGS:

An annual meeting of the Members shall be held at such time and date at the principal office of the Company or at such other place within or outside of the State of Colorado as shall be designated by the Managers from time to time and stated in the notice of the meeting. The purposes of the annual meeting need not be enumerated within the notice of such meeting.

SPECIAL MEETINGS:
Special Meetings of the Members may be called by the Managers or by the holders of not less than ten percent (10%) of all the Membership Interests. Business transacted at all special meetings shall be restricted to the purpose or purposes which were stated within the notice provided.

MEETING NOTICE TO MEMBERS:
Written notice stating the place, day, and hour of the meeting and, in the case of special meetings, stating the meeting to take place at the principal place of business of the Company as the location, and the purpose or purposes for which the meeting is called, shall be delivered no less than days prior to the date of the scheduled meeting and to each Member of record entitled to vote at said meeting.

RECORD DATE:
For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which such distribution is declared, as the case may be, shall be the record date for such determination. When a determination of Members entitled to vote at any meeting has been made as provided in this Section, such determination shall apply to any adjournment thereof.

QUORUM:
A Majority Interest of the Members shall constitute a quorum at all meeting of the Members, except as otherwise provided by law or this Agreement. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. In the event that the required quorum is not present at the opening of any meeting of the Members, the Members entitled to vote at such meetings shall have the power to adjourn the meeting without notice other than announcement at the meeting, until the holders of the requisite amount of Membership Interests shall be present or represented.

ACTIONS BY MEMBERS – OTHER THAN ELECTION OF MANAGERS:
Except for a matter for which the affirmative vote of the holders of a greater portion of the Membership Interests entitled to vote is required by law, the ACT, or this Agreement or amendments hereto, the act of Members shall be the affirmative vote of a Majority Interest of all the Members represented and voting at the meeting. All actions of the Members provided for herein may be taken by written consent without a meeting. Any such action which may be taken by the Members without a meeting shall be effective only if the consents are in writing and signed by all Members eligible to vote on such action. Members may participate in any meeting of the Members by means of a conference telephone, web conference, or similar

communications equipment, provided all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

REQUIRED UNANIMOUS CONSENT:
Notwithstanding anything to the contrary contained in the ACT or this Agreement, the following matters must be agreed to unanimously by all Members of the Company:

(a) To create or allow to subsist any fixed or floating charge, lien, or other encumbrance over the whole or any part of the undertaking, property, and assets of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary course of business;

(b) To borrow any sum except from the Company's bankers in the ordinary course of business;

(c) To enter into any partnership or profit sharing agreement with any person;

(d) To make any change in the nature of business;

(e) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

QUALIFIED MAJORITY CONSENT:
Notwithstanding anything else to the contrary contained within the Articles of Organization or this Agreement, the following matters must be agreed to by a majority vote of at least 100% percent of the Members of the Company:

(a) To make any loan, other than by way of deposit with a clearing bank or other institution in which normal business would include the acceptance of deposits, advances, or give any credit other than normal trade credit;

(b) To give any guarantee or indemnity to secure the liabilities or obligations of any person other than a subsidiary of the Company;

(c) To sell, transfer, lease, assign, or otherwise dispose of a material part of the undertaking, property, and/or assets of the Company or any such subsidiary, or any interest therein, or contract to do so, other than the sale of products in the ordinary course of business;

(d) To take, grant, or agree to take or grant any leasehold interest in or license over any land;

(e) To acquire, purchase, or subscribe for any shares, debentures, mortgages, or securities, or any interest therein, in any company, trust, or other body;

(f) To initiate any litigation other than for the purpose of the collection of debts in the ordinary course of business or arbitration;

(g) To change the auditors, accounting firm, or bankers of the Company;

(h) To make or give any claim, disclaimer, election, or consent for taxation purposes;

(i) To undertake anything which would require accounting treatment by way of provision reserve or extraordinary item;

(j) To effect any material change in the Company's accounting or reporting practices;

(k) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

MEMBER ACTION TO ELECT MANAGERS:
For the purpose of voting on the election of Managers, Managers shall be elected at any meeting of the Members at which a quorum is present by a plurality of the Membership Interest represented and voting at the meeting.

MEMBERS ENTITLED TO VOTE:
At least 30 days prior to each meeting of Members, the Managers shall compile a complete listing of all Members entitled to vote at such meeting or any adjournment of such meeting. The listing shall be arranged in alphabetical order by last name, with the address and the Membership Interest held by each. This list shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section shall not affect the validity of any such action taken at such meeting.

REGISTERED MEMBERS:
The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact of such Membership Interest for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or the laws of the State of Colorado.

MANAGER MEETINGS

MEETING PLACE AND NOTICE:
The Managers of the Company may hold their meetings, both regular and special, at any place within or outside of the State of Colorado, provided 30 weeks' advance written notice is delivered to all required parties.

QUORUM; VOTING; ACTION ALLOWABLE WITHOUT A MEETING:

A Majority of the Managers shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Managers present at a meeting at which a quorum is present shall be regarded as the act of the Company, unless a greater number is required by law or by the ACT.

Managers may participate in any meeting of the Managers by means of conference telephone, web conference, or similar communication, provided all person participating in the meeting can hear one another. Such participation in a meeting via conferencing shall constitute the presence of said person at the meeting.

All votes required of Managers hereunder may be by voice unless a written ballot is requested. Said request may be made by any one Manager.

Any action which under any provision of this Agreement is to be taken at or during a meeting of the Managers may be taken without a meeting by written consent and signed by all Managers who would be entitled to vote upon such action at a meeting. Said written consent must be kept with the records of the Company.

ADJOURNMENT:
A majority of the Managers present may adjourn any Managers meeting to meet again at a stated day and hour or a fixed schedule for the next regular meeting of the Managers.

LIMITATION OF LIABILITY & INDEMNIFICATION OF MANAGERS AND MEMBERS

LIMITATION OF LIABILITY:
Managers and Members of the Company shall be held harmless and not liable to the Company or its Members for any monetary damages or an act or omission in their capacity as a Manager or a Member, except as provided in the ACT for (i) acts or omissions which a Manager knew or was aware of at the time when the act(s) or omission(s) were clearly in conflict with the interests of the Company, (ii) any transaction from which a Manager derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the laws, the ACT, or this Agreement are amended to authorize action further eliminating or limiting the liability of Managers and Members, then the liability of a Manager or Member of the Company shall be eliminated or limited to the fullest extent permitted by law, the ACT, and/or this Agreement as so amended. Any repeal or modification of this section shall not affect the right of protection of a Manager or Member existing at the time of such repeal or modification.

INDEMNIFICATION:
The Company shall indemnify the Managers and Members to the fullest extent permitted or required by the law, the ACT, and this Agreement as may be amended from time to time, and the Company may advance expenses incurred by the Manager or Member upon the approval of the Managers and the receipt by the Company of an undertaking by such Manager to reimburse the Company unless it shall ultimately be determined that such Manager or Member

is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the law, the ACT, or this Agreement, provided that the indemnification in each such situation is first approved by Members owning or holding a Majority Interest.

OTHER RIGHTS:
The indemnification provided by this Agreement shall: (i) be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of Members or disinterested Managers, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (ii) continue as to a person who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators, or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other person or entity.

MEMBER REPORTS:
The details concerning any action to limit the liability of, indemnify, or advance expenses to a Manager, Member, or other taken by the Company shall be reported in writing to the Members with or before the notice or waiver of notice of the next Member's meeting, or with or before the next submission to Members of a consent to action without a meeting, or, if sooner, separately within 30 days immediately following the date of action.

CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS, AND LOANS

LOANS, CAPITAL CONTRIBUTIONS:
Upon execution of this Agreement, each Member agrees to contribute cash, or other form of capital, to the Company in the amount set forth as the Initial Capital Contribution of such Member as per the attached Schedule A – Capital Contributions. No Member shall be paid interest on any capital contribution to the Company.

If the Managers determine that the Initial Capital Contributions are insufficient to carry out the purposes of the Company, the Managers may request that the Members make additional contributions to the capital of the Company. If a Majority Interest of the Members approve such a request, then each of the Members shall be obligated to make such prorated or apportioned additional contributions to the Company in accordance with such Members' then existing Membership Interest within the time period approved by the Majority Interest of the Members. In the event any Member fails to fulfill any commitment to contribute additional capital (the "Defaulting Member), the Managers may elect to allow the remaining Members (the "Lending Members") to contribute to the Company pro rata by Membership interest any such additional capital contribution. All amounts so contributed by the Lending Members, shall be considered a loan to the Defaulting Member bearing interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate" established on the date of the loan, plus 6%% simple interest, until repaid. In addition, until all such loans are repaid by the Defaulting Member, all distributions from the Company which would have been paid to the Defaulting Member shall then be paid to the Lending Members in proportion to the then outstanding interest and principal of such loans.

In addition to the loans to the Defaulting Member provided for in the aforementioned paragraph, upon approval of the terms thereof by the Managers, any Member may make a loan to the Company upon commercially reasonable terms. Loans by a Member to the Company shall not be considered Capital Contributions.

CAPITAL ACCOUNTS:

The Company shall maintain a separate capital account (the "Capital Account") for each member pursuant to the principles set forth in this paragraph and the Internal Revenue Service Treasury section § 1.704-1(b)(2)(iv). The Initial Capital Account of each Member shall be the amount of the subsequent Capital Contribution of such Member. Said Capital Account shall be increased by (i) the amount of the subsequent Capital Contributions of said Member to the Company pursuant to section "Capital Contributions; Capital Accounts; and Loans," and (ii) said Member's allocable share of Company Income and Net Income pursuant to section titled "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS." Such Capital Account shall be decreased by the (i) amount of cash distributed to the Member by the Company pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS" and (ii) such Member's allocable share of Loss and Net Loss pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS."

The provisions of this section and other portions contained in this Agreement relating to the proper maintenance of Capital Accounts are designed to comply with the requirements of the Internal Revenue Service Treasury section § 1.704-1(b). The Members intend that such provisions be interpreted and applied in such a manner that is consistent wish said Treasury Regulations. The Managers are authorized to modify the manner in which the Capital Accounts are maintained if the Managers determine that such modification (i) is required or prudent to comply with the Treasury Regulations, and (ii) is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

MEMBERS WITHDRAWAL OR REDUCTION OF CONTRIBUTION TO CAPITAL:

No Member shall have the right to withdraw all or any part of its Capital Contribution or to receive any return on any portion of its Capital Contribution, except as may be otherwise specifically provided in this Agreement. In the case involving a return of any Capital Contribution, no Member shall have the right to receive property or disbursement other than cash. No Member shall have priority over any other Member, either as to the return of Capital Contribution or as to Net Income, Net Loss, or distributions; provided that this subsection shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

LIABILITY OF MEMBERS:

No Member shall be liable for the debts, liabilities, or obligations of the Company beyond his/her or their respective Initial Capital Contribution and any additional Capital Contribution required of such Member pursuant to the aforementioned sections. Except as otherwise expressly provided herein, no Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS

ALLOCATIONS:
Subject to the following provisions, for the purpose of maintaining Capital Accounts and in determining the right of the Members among themselves, Net Income or Net Loss, if any, for a Fiscal Year or other period, shall be allocated to the Members in proportion to their respective Membership Interests after giving effect to all Capital Account adjustments attributable to contributions and distributions of cash and property made during such Fiscal Year. In the event any Member unexpectedly receives any adjustments, allocations, or distributions contained and described within the Internal Revenue Service Treasury Regulation Sections §1.704-1(b)(2)(ii)(d)(4), §1.704-1(b)(2)(ii)(d)(5), or §1.704-1(b)(2)(ii)(d)(6), items of Income shall be specifically allocated to such Member (consisting of a pro rata portion of each item of Company Income, including gross income, for such year) in an amount and manner sufficient to eliminate such deficit, if any, in such Member's Adjusted Capital Account, as quickly as possible. The foregoing provision is intended to constitute a "qualified income offset" within the meaning of section of §1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and this provision shall be interpreted consistently with said Treasury Regulation.

DISTRIBUTIONS:
The Managers shall allocate and/or dispense Distributable Cash and other property at such times and in such amounts as they may determine within their sole discretion. All disbursements of Distributable Cash or other property shall be made to the Members in proportion to their respective Membership Interests. Except as provided below, all disbursements of Distributable Cash and/or property shall be made at such time as determined by the Managers.

LIMITATION OF DISTRIBUTIONS:
No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation of distributions provided under the law, the ACT, or this Agreement.

ALLOCATIONS FOR TAX PURPOSES:
Except as otherwise provided herein, each item of Income, Net Income, or Net Loss of the Company shall be allocated to the Members in the same manner as such allocations are made for book purposes pursuant to previous paragraphs contained within this section. In the event of a transfer of, or other change in, an interest in the Company during a Fiscal Year, each item of taxable income and loss shall be pro-rated in accordance with the U.S. Internal Revenue Code §706 – Taxable years of partner and partnership, using any convention permitted by law and selected by the Managers.

TAX STATUS, ELECTIONS, AND MODIFICATIONS REGARDING ALLOCATIONS:
Notwithstanding any provision contained within this Agreement to the contrary, solely for federal income tax purposes, each of the Members hereby recognizes that the Company shall be subject to all provisions of the U.S. Internal Revenue Code Subchapter X; provided, however, that the filing of all required returns thereunder shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

The Managers, in their sole discretion, may cause the Company to elect pursuant to U.S. Internal Revenue Code Section 754 and the Treasury Regulations to adjust the basis of the Company assets as provided by Section 734 or 743 of the Code and the Treasury Regulations thereunder. The Company shall make such elections for Federal income tax purposes as may be determined by the Managers, acting in their sole and absolute discretion.

The Managers shall prepare and execute any amendments to this Agreement necessary for the Company to comply with the provisions of the Treasury Regulations Sections §1.704-1(b), §1.704-1(c) and §1.704-2 upon the occurrence of any of the following events: (i) incurring any liability which constitutes a "non-recourse liability" as defined within the Treasury Regulation Section §1.704-2(b)(3) or a partner non-recourse debt as defined within the Treasury Regulation Section §1.704-2(b)(4); (ii) a constructive termination of the Company pursuant to U.S. Code Section §708(b)(1)(B); or (iii) the contribution or distribution of any property, other than cash, to or by the Company.

PARTNER TAX MATTERS:

The Managers shall designate a Member serving as a Manager, or if there is none, or if none are eligible or able to act, any Member, as the "tax matters partner for federal income tax purposes." The tax matters partner is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The tax matters partner shall have the final decision making authority with respect to all Federal income tax matters involving the Company. The Members agree to cooperate with the tax matters partner and to do or refrain from doing any or all things reasonably required by the tax matters partner to conduct such proceeding. Any direct out-of-pocket expense incurred by the tax matters partner in carrying out his/her or their obligations hereunder shall be allocated to and charged to the Company as an expense of the Company for which the tax matters partner shall be reimbursed.

RECORDS AND REPORTS:

At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep and maintain its records, as required by law, the ACT, and this Agreement, at the principal place of business.

ACCOUNT BOOKS:

The Company shall maintain the Company's books and records and shall determine all items of Income, Loss, Net Income, and Net Loss in accordance with the method of accounting selected by the Managers, consistently applied. All of the records and books of account of the Company, in whatever form maintained, shall at all times be maintained at the principal office of the Company and shall be open to the inspection and examination of the Members or their representatives during reasonable business hours. Such right may be exercised through any agent or employee of a Member designated by it or by an attorney or independent certified public account designated by such Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member.

All expenses in connection with the keeping of the books and records of the Company and the preparation of audited or unaudited financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company as an ordinary expense of its business.

COMPANY TAX RETURN AND ANNUAL STATEMENT:
The Managers shall cause the Company to file a Federal income tax return and all other tax returns required to be filed by the Company for each Fiscal Year or part thereof, and shall provide to each person who at any time during the Fiscal Year was a Member with an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form 1065) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for Federal income tax purposes. Such annual statement may be audited or unaudited as required by the Managers.

BANK ACCOUNTS:
The bank account or accounts of the Company shall be maintained in the bank approved by the Managers. The terms governing such accounts shall be determined by the Managers and withdrawals from such bank accounts shall only be made by such parties as may be approved and authorized by the Managers.

TRANSFERABILITY OF MEMBERSHIP INTERESTS AND ADMISSION OF MEMBERS

TRANSFERABILITY OF MEMBERSHIP INTERESTS:
The term "transfer" when used in this Agreement with respect to a Membership Interest includes a sale, assignment, gift, pledge, exchange, or other disposition. A Member shall not at any time transfer its Membership Interest except in accordance with the conditions and limitations established and contained within the section regarding "Restrictions on Transfer of Membership Interests." Any transferee of a Membership Interest by any means shall have only the rights, powers, and privileges set out within the section regarding "Transferee Rights," or otherwise provided by law and shall not become a Member of the Company except as provided within the section regarding "Admission of Transferees as Members."

RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS:
All or part of a Membership Interest may be transferred only with the prior written approval of a Majority of the Managers, which approval may be granted or denied at the sole discretion of the Managers. The Managers shall not so consent unless the proposed transferee shall have furnished the Company with an opinion of counsel, satisfactory in form and substance to such Managers, that neither the offering nor the proposed transfer will violate any Federal or applicable state securities law and that neither such offering or proposed transfer will not adversely affect the Company from being taxed as a Corporation for Federal income tax purposes.

RIGHTS OF TRANSFEREE:
Unless and until admitted as a Member of the Company in accordance within the section regarding "Admission of Transferees as Members," the transferee of a Membership Interest

shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his/her or their Membership Interest.

ADMISSION OF TRANSFEREES AS MEMBERS:
A transferee of a Membership Interest may be admitted as a Member of the Company only upon furnishing to the Company all of the following:

- The written consent of all current Members;
- The Acceptance, in a form satisfactory to a Majority of the Managers, of all the terms and conditions of this Agreement; and
- Payment of such reasonable expenses as the Company may incur in connection with his/her or their admission as a Member.

ADMISSION OF NEW MEMBERS:
New Members to the Company may only be admitted with the unanimous consent of the Members, upon compliance with all terms specified by the Managers and upon receipt by the Company of an opinion of counsel, satisfactory in form and substance to a Majority of the Managers, that neither the offering nor the proposed sale of the Membership Interest will violate any Federal or applicable state securities law and that neither such offering or sale will adversely affect the Company from being taxed as a Corporation for Federal income tax purposes.

BUY/SELL RIGHTS AMONG MEMBERS:
Members of the Company may offer to any other Member the opportunity to buy such Offeror's Members interest or to purchase such Offeree Member's interest, in the Company. Any Member (the "Offeror Member") may give a Buy/Sell Notice to one or more of the other Members (the "Offeree Member(s)"). For the purposes of the section, a "Buy/Sell Notice" means a notice in writing by the Offeror Member containing both (i) an offer by the Offeror Member to purchase all, but not less than all, of the Membership Interest beneficially owned by the Offeree Member(s) (the "Purchase Offer"), and (ii) an offer by the Offeror Member to sell to the Offeree Member(s) all, but not less than all, of the Membership Interest owned by the Offeror Member (the "Sale Offer").

Upon a Buy/Sell Notice being received by the Offeree Member(s) and pending completion of the transactions contemplated therein, none of the Members shall do or cause to be done or permit the Company to do anything except in the ordinary course of business of the Company.

The Buy/Sell Notice shall stipulate a price for the Membership Interest to be purchased and shall also contain such other terms and conditions as are necessary or appropriate in connection with the transactions contemplated therein, provided that none of such terms and conditions shall conflict in any way with the provisions of this Agreement. The terms of the Purchase Offer or Sale Offer shall be the same as to the other, proportionate to the size of the Membership Interest to be purchased or sold.

The Offeree Member(s) shall have 30 days from the date on which the Buy/Sell Notice is received to accept either of the offers contained therein, when (i) any of the Offeree Member(s) may accept the Purchase Offer by giving to the Offeror Member, within the time prescribed, an Acceptance in writing (the "Acceptance") executed by the Offeree Member(s); (ii) any of the Offeree Member(s) may accept the Sale Offer by giving to the Offeror Member, within the time prescribed, a notification in writing (the "Notification") executed by the Offeree Member(s); any Offeree Member(s) who fails or refuses to give either an Acceptance or a Notification to the Offeror Member(s), within the time prescribed, shall be deemed to have given an Acceptance to the Offeror Member(s).

These provisions shall apply to any Acceptance, Notification, or deemed Acceptance of the Buy/Sell Notice when (i) in the event the Offeree Member(s) give or are deemed to have given an Acceptance, within the time prescribed, each Offeree Member(s) shall be obligated to sell all of its Membership Interest in the Company beneficially owned by such Offeree Member(s) to the Offeror Member(s), who then shall be obligated to purchase such shares; (ii) in the event all of the Offeree Member(s) give a Notification to the Offeror Member, within the time prescribed, each Offeree Member shall purchase form the Offeror Member and the Offeror Member shall be obligated to sell to the Offeree Member all Membership Interest in the Company beneficially owned by the Offeror Member pro rata, in the proportion to the Membership Interest owned by each Offeree Member(s) in relation to the total Membership Interests owned by all Offeree Member(s); and (iii) in the event some, but not all, of the Offeree Member(s) give a Notification to the Offeror Member and some, but not all, of the Offeree Member(s) give an Acceptance to the Offeror Member within the time prescribed, those Offeree Member(s) who gave a Notification to the Offeror Member shall be required to purchase, from the Offeror Member and from those Offeree Member(s) who gave an Acceptance, all Membership Interest in the Company beneficiary owned by the Offeror Member and owned by those Offeree Member(s) who gave an Acceptance. Each of the Offeror Member and those Offeree Member(s) who gave an Acceptance shall be obligated to sell all of their Membership Interest in the Company to those Offeree Member(s) who gave a Notification. If more than one Offeree gives a Notification, such Offeree Member(s) shall purchase such Membership Interest in the Company pro rata in the proportion with the amount of Membership Interest in the Company owned by each such Offeree Member(s) bears to the total Membership Interests owned by all such Offeree Member(s). An Offeror Member shall not be entitled to purchase Membership Interests in the Company owned by some of the Offeree Member(s) and sell his/her or their Membership Interest in the Company to others of the Offeree Member(s).

Upon the formation of a contract by the giving or deemed giving of an Acceptance or Notification, the Member(s) agreeing to purchase shall purchase and the Member(s) agreeing or deemed to have agreed to sell shall convey, transfer and assign to the purchasing Member(s) all of the Membership Interest in the Company held by the selling Member(s) at and for the price set out in the Offer and on the terms and conditions set out therein and in this Agreement. Notwithstanding any other terms contained herein or in an Offer, any purchase of a Membership Interest by any Member(s) may, at the option of the purchasing Member, be by way of all cash at closing, a promissory note at closing, or some cash and a promissory note for the remainder of the purchase price at closing. Any promissory note issued pursuant to this

provision shall bear interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate" established on the date of closing, plus 6%%, and such note shall be payable in full on or before 1 year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, and such agreement shall not be unreasonably withheld.

The closing of the purchase and sale transaction pursuant to this Section shall take place within 30 days following the date on which the Acceptance or Notification was given. In the event that the above designated day falls on a weekend or a statutory holiday, the closing shall take place on the next following business day.

Notwithstanding anything contained within this Section, the Members agree that no Member shall be entitled to exercise any rights under this Section for a period of 1 year(s) from the date of the execution of this Agreement.

RIGHT OF FIRST REFUSAL:

If at any time a Member (hereinafter referred to as the "Disposing Member") wishes to sell any of its Membership Interest in the Company (hereinafter referred to as the "Offered Interest") to any person or person (hereinafter referred to as the "Thirds Party"), the Disposing Member shall first obtain a bona fide offer from the Third Party (hereinafter referred to as the "Third Party Offer") which he/she is prepared to accept, and then give the other Members (hereinafter referred to as the "Other Members") written notice (hereinafter referred to as the "Offer Notice") containing the identity of the Third Party, the terms and conditions of the Third Party Offer, a true copy of the Third Party Offer, and an offer by the Disposing Member (hereinafter referred to as the "Disposing Member's Offer") to sell the Offered Interest to the Other Members at the same price and upon the same terms and conditions as are contained in the Third Party Offer. It is understood and agreed that the Third Party's Offer shall be of a nature and type which could be offered on identical terms by the Other Members. The Other Members shall be entitled to purchase the Offered Interest proportionate to the Membership Interest in the Company held by them respectively. If any of the other Members desire to purchase more than its proportionate share of the Offered Interest is shall also indicate in its Acceptance Notice (as herein defined). The Disposing Member's Offer shall be irrevocable for a period of 30 days after receipt of the Offer Notice by the Other Members.

The Other Members may, within 30 days after receipt of the Offer Notice, accept the Disposing Member's Offer by giving written notice thereof, which shall be irrevocable, to the Disposing Member and to the Other Members (hereinafter called the "Accepting Notice").

If within the said 30 day period the Other Members do not give an Acceptance Notice or Acceptance Notices as herein provided, such that all and not less than all of the Offered Interest is required to be purchased, then the Disposing Member's Offer shall be deemed to have been rejected and the Disposing Member shall sell the Offered Interest to the Third Party on the exact same terms and conditions in the Third Party Offer. Where the Third Party does not acquire all of the Membership Interest in the Company, the Third Party shall agree to be bound by the provisions of this Agreement. Specifically such Third Party may not acquire a Membership Interest or be admitted as a Member, except by full compliance with all

requirements under Sections titled "Transferability of Membership Interests – Admission of Members." The sale to the Third Party must be completed on the closing date as aforesaid, and such offer shall be deemed for purposes hereof to be a new offer which, pursuant to the provisions of this Section, shall be first offered to the Other Members. The Disposing Member shall provide reasonable proof to the Other Members that the sale of the Offered Interest was completed at such price and upon such terms and conditions as contained in the Third Party Offer, before the Third Party shall be entitled to be registered as a Member of the Company.

A Third Party Offer shall contain a term requiring the Third Party, as a condition of closing, to duly execute and deliver to the Other Members and the Company an agreement to be bound by the terms and conditions of this Agreement including, without limiting the generality of the foregoing, the covenants and obligations of the Disposing Member and the conditions placed on transfer of a Membership Interest and admission as a Member (as set forth in this Section), hereunder, which agreement is to be in form and substance satisfactory to the attorneys for the Other Members and the Third Party acting reasonably.

If the Other Members accept the Disposing Member's Offer, then the transaction of purchase and sale shall be closed as provided for in the Third Party Offer. Notwithstanding any term contained in a Third Party Offer, or herein, any purchase of a Membership Interest by any Member(s), may at the option of any purchasing Member, be made by way of all cash at closing, a promissory note at closing, or partial payment in cash and a promissory note for the remaining balance of the purchase price at closing. Any promissory note issued pursuant to this provision shall bear interest at the prime rate as set forth in the "Wall Street Journal (WSJ) prime rate," as of the date of closing plus 6%% percent, and such note shall be payable in full on or before 1 year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, such agreement to not be unreasonably held.

Any other Member shall have the right to elect to, by notice in writing to the Disposing Member, within 30 days from the date of receipt of a copy of the Third Party Offer, (i) as a condition precedent to any sale of the Membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase of a pro rata proportion of Membership Interest held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and conditions as contained in the Third Party Offer, in which case the Other Member shall become a Disposing Member for purposes of this Section; or (ii) as a condition precedent to any sale of the membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase for all of the Membership Interest (or such lesser number as is the subject matter of the Offer) held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and condition as contained in the Third Party Offer, in which case the Other Member shall become Disposing Member for purposes of this Section.

DISSOLUTION AND TERMINATION

WITHDRAWAL:
Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of his/her or their Capital Account. Any Member retiring or withdrawing in contravention of the Section shall indemnify, defend, and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this Agreement) from and against any losses, expenses, judgments, fines, settlements, or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

DISSOLUTION:
The Company shall be dissolved upon the first of the following to occur: (i) when the period fixed for the duration of the Company in the Articles of Organization shall expire; (ii) upon the election to dissolve the Company by all Members; (iii) upon the happening of any event of withdrawal (as defined in the ACT) with respect to any Member, unless there is at least one remaining Member, and the business of the Company is continued by the written consent of all the remaining Managers or the written consent of the remaining Members holding a Majority Interest within 30 days of the action by or affecting the withdrawing Member; (iv) upon a deadlock on management affairs as defined under the Section titled "Dissolution in the Event of a Deadlock;" or (v) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the ACT.

Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up, and the assets of the Company shall be liquidated under this Section.

Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided under the Section titled "Distribution of Assets Upon Dissolution."

Upon dissolution of the Company, the Managers may cause any part or all of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets; provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

DISSOLUTION IN THE EVENT OF A DEADLOCK:
In the event that the Members of the Company fail to agree to a matter which requires unanimous consent under the Section titled "Matters Requiring Unanimous Consent," a management deadlock is deemed to have occurred when (i) a matter related to the management affairs of the Company has been considered by a meeting of the Members; and (ii) no resolution of the matter has been reached at such meeting of the Members, by virtue of it receiving the unanimous consent of the Members; (iii) within 30 days from such meeting, one or more Members gives notice to all other Members that it considers the Company in deadlock and intends to seek dissolution of the Company due to such deadlock, if a resolution is not reached in the matter in question; and (iv) such matter is not otherwise resolved or rendered irrelevant within 30 days from the date of the notice mentioned above.

When a management deadlock occurs and is not resolved, the Company shall be dissolved in accordance with this Agreement.

ARTICLES OF DISSOLUTION:
Upon the dissolution and commencement of the winding up of the Company, the Managers shall cause the Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State and a Manager or authorized Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

DISTRIBUTION OF ASSETS UPON DISSOLUTION:
In settling accounts after dissolution, the assets of the Company shall be paid (i) first, to creditors, in the order of priority as provided by law, except those to Members on account of the Capital Contributions; (ii) second, an amount equal to the then remaining credit balances in the Capital Accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and (iii) third, any remainder shall be distributed to the Members of the Company, pro rata to their respective Membership Interests.

DISTRIBUTIONS IN KIND:
If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members. In the event that distributions in kind are made to the Members upon dissolution and liquidation of the Company, the Capital Account balances of such Members shall be adjusted to reflect the Members allocable share of gain or loss which would have resulted if the distributed property had been sold at is fair market value.

MISCELLANEOUS PROVISIONS

COMPETING BUSINESS:
Except as otherwise expressly provided in this Agreement or the ACT, neither the Managers nor the Members, nor any of their shareholders, directors, officers, employees, partners, agents, family members, or affiliates, shall be prohibited or restricted in any way from investing in or conducting, either directly or indirectly, and may invest in and/or conduct, either directly or indirectly, businesses of any nature whatsoever, except for the ownership and operation of businesses or properties similar to or in the same geographical area as those held by the Company. Except as otherwise provided in this Agreement or the ACT, any investment in or conducting of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits therefrom.

MEMBER REPRESENTATIONS AND AGREEMENTS:
Notwithstanding anything contained in this Agreement to the contrary, each Member hereby represents and warrants to the Company, the Managers, and to each other that (i) the

Membership Interest of such Member is acquired for investment purposes only, for the Member's own account, and not with a view to or in connection with any distribution, reoffer, resale, or other disposition not in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "1933 Act") and applicable state securities laws; (ii) such Member, alone or together with the Member's representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Member is capable of evaluating the merits and economic risks of acquiring and holding the Membership Interest and the Member is able to bear all such economic risks now and in the future; (iii) such Member has had access to all of the information with respect to the Membership Interest acquired by the Member under this Agreement that the Member deems necessary to make a complete evaluation thereof and has had the opportunity to question the other Members and the Managers, if any, concerning such Membership Interest; (iv) such Member's decision to acquire the Membership Interest for investment has been based solely upon the evaluation made by the Member; (v) such Member is aware that the Member must bear the economic risk of an investment in the Company for an indefinite period of time because Membership Interests have not been registered under the 1933 Act or under the securities laws of various states and, therefore, cannot be sold unless such Membership Interests are subsequently registered under the 1933 Act and any applicable state securities laws or an exemption from registration is available; (vi) such Member is aware that only the Company can take action to register Membership Interests and the Company is under no such obligation and does not propose to attempt to do so; (vii) such Member is aware that this Agreement provides restrictions on the ability of a member to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber the Member's Membership Interest; (viii) such Member agrees that the Member will truthfully and completely answer all questions and make all covenants that the Company or the Managers may, contemporaneously or hereafter, ask or demand for the purpose of establishing compliance with the 1933 Act and applicable state securities laws; and (ix) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state or country of organization and that it has full organizational power and authority to execute and agree to this Agreement and to perform its obligations hereunder.

NOTICE:

All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

All notices, demands and requests to be sent to any Manager or Member pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such person at the address as it appears on the Company records and (i) personally delivered, (ii) deposited for next day delivery by Express Delivery or other similar overnight courier services, (iii) deposited in the United States mail, prepaid and registered or certified with return receipt requested, or (iv) transmitted via facsimile or other similar device to the attention of such person with receipt acknowledged.

All notices, demands, and requests so given shall be deemed received when (i) actually received, if personally delivered or deposited for next day delivery with an overnight courier or faxed, or (ii) as indicated upon the return receipt if deposited in the United States mail.

The Managers and Members shall have the right, from time to time, and/or at any time during the term of this Agreement, to change their respective addresses by delivering to the other parties written notice of such change in the manner prescribed in the aforementioned second Notice paragraph.

All distribution to any Member shall be made at the address at which notices are sent unless otherwise specified in writing by any such Member.

NO PARTITION ACTION:
No Member shall have any right to maintain any action for partition with respect to the property of the Company.

AMENDMENTS:
This Agreement or the Articles of Organization may only be amended or modified by a writing executed and delivered by each of the Members. A vote of the Majority in Interest of all Members is required for any amendment.

POWER OF ATTORNEY:
Each Member hereby makes, constitutes, and appoints each elected Manager as may be serving from time to time, severally, with full power of substitution, as the Member's true and lawful attorney-in-fact, for such Member and in such Member's name, place, and stead and for the Member's use and benefit to sign and acknowledge, file, and record, any amendments hereto among the Members and for the further purpose of executing and filing on behalf of each Member any documents necessary to constitute the continuation of the Company, the admission or withdrawal of a Member, the qualification of the Company in a foreign jurisdiction (or amendment to such qualification), the admission of substitute Members, or the dissolution or termination of the Company, provided such continuation, admission, withdrawal, qualification, or dissolution and termination are in accordance with the terms of this Agreement.

The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of each Member. It may be exercised by any one of said attorneys by listing all of the Members executing any instrument over the signature of the attorney-in-fact acting for all of them. The power of attorney shall survive the delivery of an assignment by a Member of the whole or any portion of his/her or their Membership Interest. In those cases in which the assignee of, or the successor to, a Member owning Membership Interest has been approved by the Members for admission to the Company as a substitute Member, the power of attorney shall survive for the sole purpose of enabling the Managers to execute, acknowledge, and file any instrument necessary to effect such substitution.

This power of attorney shall not be affected by the subsequent incapacity or mental incompetence of any Member.

GOVERNING LAW; ARBITRATION:
This Agreement, being made in the County of Douglas in the State of Colorado, with the rights and obligations of the Members hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in Douglas, Colorado in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof.

ENTIRE AGREEMENT:
This Agreement, including all schedules to this Agreement, as amended from time to time, in accordance with the terms of this Agreement, contains the entire agreement among the parties relative to the subject matter hereof.

WAIVER:
No consent or waiver, express or implied, by any Member to or for any breach or default by any other Member in the performance by such other Member of his/her or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of his/her or its rights hereunder.

SEVERABILITY:
If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

BINDING AGREEMENT:
Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective legal representatives, successors and assigns.

TENSE AND GENDER:
Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neutral gender is used inappropriately within this Agreement, this Agreement shall be read as if the appropriate gender was used.

CAPTION:
Captions are included solely for convenience of reference and if there is any conflict between captions and the text of this Agreement, the text shall be the ruling and controlling factor.

BENEFITS OF AGREEMENT:

Nothing in this Agreement, expressed or implied, is intended or shall be construed to give to any creditor of the Company or any creditor of any Member or any other person or entity whatsoever, other than the Members and the Company, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any covenant, condition, or provisions herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purpose and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

IN WITNESS WHEREOF, the undersigned, being the initial Managers and all of the Members of the Company, have caused this Agreement to be duly adopted by the Company as of the date provided below, and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement through the signing thereof.

Roxanne Mount - Member	3.11.2024 (Date)
Gregory Mount - member	3.24.2024 (Date)

SCHEDULE A – MEMBER INFORMATION, CONTRIBUTION & INTEREST PERCENTAGE

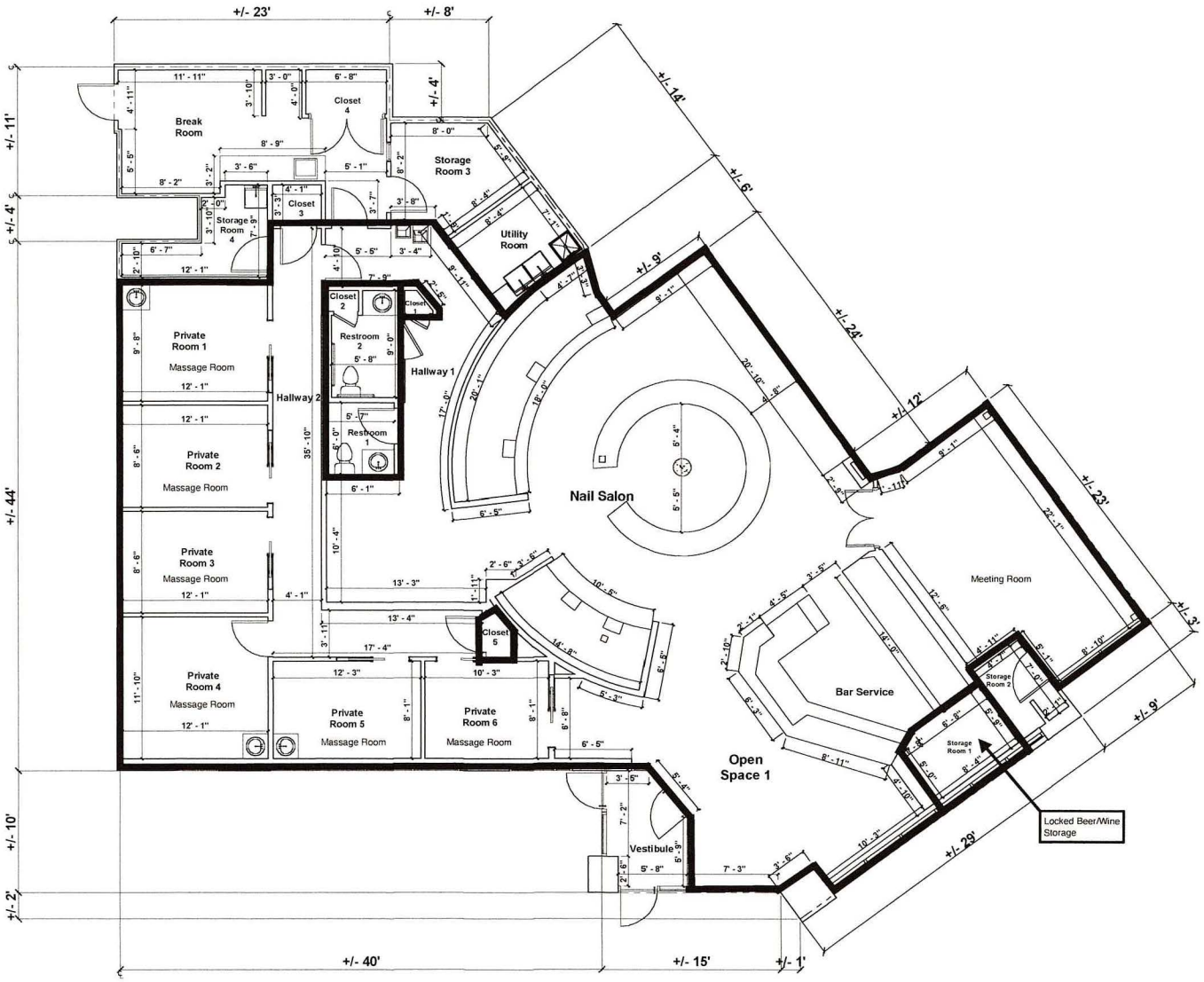
Member Name & Address	Initial Capital Contribution	Percentage of Membership Interest
Roxanne Mount 5321 Brotherton CT Castle Rock, Colorado 80104	0	50%
Gregory Mount 5321 Brotherton Ct Castle Rock, Colorado 80104	$100,000	50%

SCHEDULE B – COMPANY MANAGERS

Roxanne Mount - Member

Gregory Mount - member

REAR



FRONT

KIMCO REALTY

Building ID:	116690
Building Name:	Village Center West.
Location:	Highlands Ranch, CO
Submitted by:	
Drawn by:	ID Plans
Date:	12/21/2023

This drawing is a general representation of the shopping center and individual spaces and should not be used as a construction document. No representations madeas to the accuracy of interior or exterior dimensions, conditions or existing improvements, and the owner reserves the right to change the shopping center and individual spaces at any time and without notice. It is the responsibility of the tenant or its agent to verify actual dimensions and conditions prior to design and construction of improvements.

Lease Outline Drawing Gross Leasable Area

+/- 3,598 SF

Demising

FRONT	WIDTH	DEPTH
+/- 56'	+/- 56'	+/- 70'

SUITE 00012

Plans Produced by:
ID PLANS

4300 West Cypress Street, Suite 160
Tampa, Florida 33607
Phone: (866) 657-2545
idplans.com

ID PLANS

© 2023

Floor plan is for general use and purposes only. ID Plans does not guarantee the accuracy or validity of provided information. Measurements are not intended to be architecturally valid for construction purposes or accepted as replacement for documents, drawings, or media intending or claiming to be structurally accurate, such as blueprints. The property owner has and reserves the right and responsibility to verify, change or alter the provided information at any time for any reason.

1' 4' 8' 16'

A1 MAIN FLOOR

Virtual Tour

[TENANT]

By: _____
Name: _____
Its: _____

Exhibit A
Site Plan

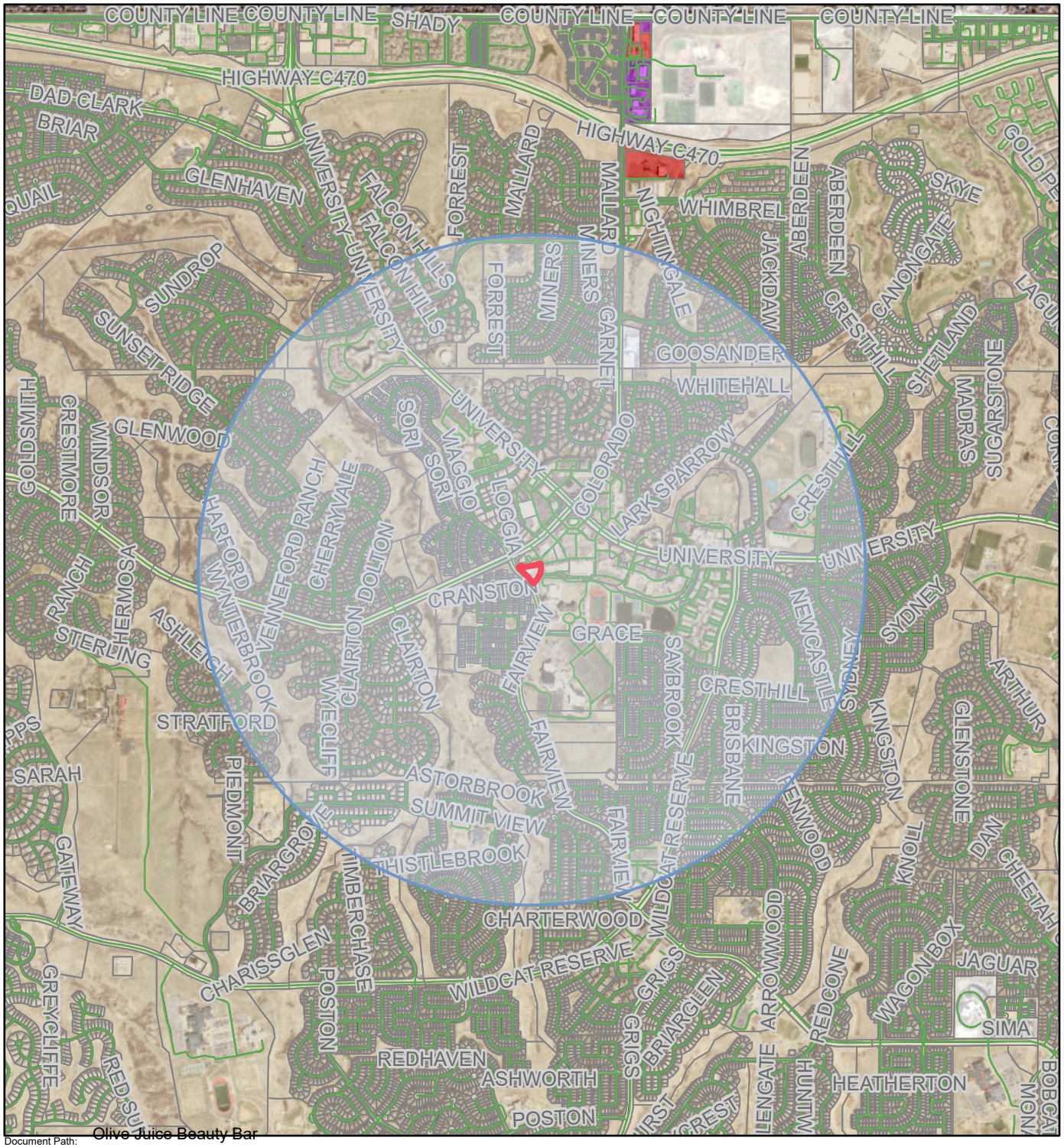
New Liquor License Hearing Questions

1. Are the documents which you provided for the liquor license application still accurate and valid? Yes
2. Is the property leased or owned? Leased
3. What is the buildings occupancy limit? 60
4. Have you owned or operated a similar establishment with a liquor license in the past Dozens of Hotels Nationally
5. Is this a new or existing business (how long in existence?) New
6. How many full and part time employees do you have? 25
7. Why type of service do you provide? Is there a menu which can be reviewed? Nail Salon
8. What are the hours of operation for liquor sales? 9A to 7P Monday - Saturday 9A to 5P Sunday
9. Are all your employees trained on the liquor code? Will be prior to opening
10. Please list what particular training or program you use? Tips
11. Are there any point of sale systems in place to check identification? Yes
12. What do you do if an employee violates the policy and serves a minor? Terminate and retarin remaing staff
13. How are you going to monitor that your employees are asking for ID? Are you going to have your own compliance check? Live recorded camera at bar, and monthly secret shopper service
14. Will you have a policy that all individuals purchasing alcohol will be asked for identification and will you post a sign informing customers of this policy? Remove them from selling alcohol and docuement
15. How is liquor secured during hours of operation and when closed? In refrigeration and locked-up in cabinet or refrigerator
16. Is there an outside area or patio? If so, how will this area be secured to guarantee that no transfer of alcohol occurs to outside the serving area? N/A
17. Outside of the formal petition, why do you believe there is a community need and desire in this are for this type of service? Our establishment is offering an oasis/escape for hard working stay-at-home moms as well as busy working professionals who deserve some me-time to be pampered and unwind. Enjoying a glass of wine or mimosa is synonymous with this kind of atmosphere
18. Are you confident that you can comply with the liquor code?

    Yes, have held and operated dozens of bar, lounges and nightclubs over 30 years

Olive Juice Beauty Bar

LL2024-020
Boundary Map



LEGEND

- PROJECT SITE
- 1 MILE BUFFER
- A1 - AGRICULTURAL ONE
- C - COMMERCIAL
- GI - GENERAL INDUSTRIAL
- PD - PLANNED DEVELOPMENT

N

DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT

April 17, 2024

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Olive Juice Beauty Bar**
3624 E. Highlands Ranch Parkway, Unit 201
Highlands Ranch, CO 80126

Applicant: Olive Juice Beauty Bar, LLC (Colorado LLC)
Purpose: Application for a Beer and Wine Liquor License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Olive Juice Beauty Bar being granted a Beer and Wine Liquor License indicated by checking the "Favor – YES"" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		TOTAL SIGNATURES
99%	**119**	**1%**	**1**	**120**

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	100%	53	---	0	53
Residential Survey Results	99%	66	1%	1	67

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	8	130	138
Declined to Participate	10	29	39
Not Qualified to Sign	40	10	50
Disqualified	0	0	0
"No" Signatures	0	1	1
"Yes" Signatures	53	66	119
TOTAL CONTACTS & ATTEMPTS	111	236	347

SURVEY STATISTICS

>Number of Businesses and Residents Contacted:	347	Attempts – 138	No Response =	209
>Business Survey Participation Rate:	53	Signatures/ 63	Qualified Contacts =	84%
>Residential Survey Participation Rate:	67	Signatures/ 96	Qualified Contacts =	70%
>Percentage of Residents Home During Survey:	106	Contacts/ 236	Attempts =	45%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
No Reason	1	Too Busy	9
Total	**1**	Not Interested	9
		Don't Sign Petitions / Surveys	7
		Against Company Policy	5
		No Reason	5
		Against Alcohol	4
		Total	**39**
		NOT QUALIFIED CONTACTS	
		Owner / Manager Unavailable	40
		Under 21	6
		Non-Resident	4
		Total	**50**

PETITION METHODOLOGY

- Survey Date and Times:

Residential:	Sunday	April 7, 2024	10:00 am – 4:00 pm
Business:	Tuesday	April 9, 2024	10:30 am – 4:30 pm
Business:	Thursday	April 11, 2024	11:00 am – 2:30 pm
Residential:	Saturday	April 13, 2024	11:00 am – 3:30 pm

- Survey Areas: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see attached map.

- Circulators of the Survey: There were two circulators for this survey. Prior to the start of the survey, the circulators were briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulators had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulators signed notarized affidavits of circulation. The original survey packets were pre-filed with the Douglas County Clerk's Office.

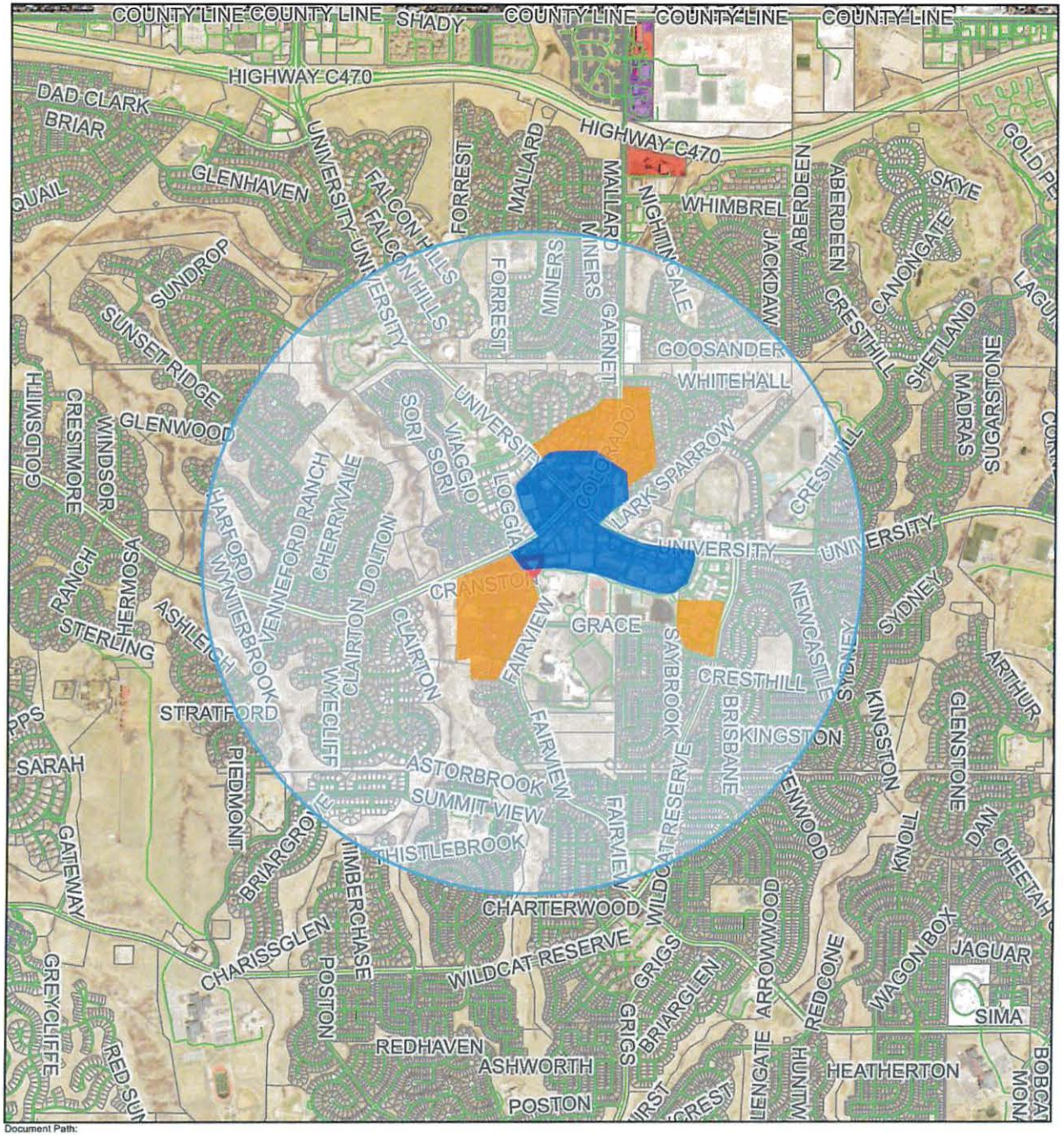
Report prepared and respectfully submitted by,

Eva L. Garretson
Liquor Licensing Professionals, LLC

Needs & Desires Surveys / Petitions
Colorado Responsible Vendor Trainer

5515 Saddle Rock Place
Colorado Springs, CO 80918

719.390.8844
LiquorPros@msn.com



Olive Juice Beauty Bar

LL2024-020
Boundary Map

LEGEND

- PROJECT SITE
- 1 MILE BUFFER
- A1 - AGRICULTURAL ONE
- C - COMMERCIAL
- GI - GENERAL INDUSTRIAL
- PD - PLANNED DEVELOPMENT

N

SURVEY RESULTS:

APPLICATION FOR A NEW BEER AND WINE LIQUOR LICENSE

BUSINESS AREAS COVERED IN SURVEY

RESIDENTIAL AREAS COVERED IN SURVEY

SURVEY DATES: APRIL 7, 9, 11 & 13, 2024

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT

BUSINESS PETITION TO THE
LOCAL LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per local licensing authority rules/procedures. **If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at (303) 660-7460.**

Applicant: Olive Juice Beauty Bar, LLC (Colorado LLC)
d/b/a: **Olive Juice Beauty Bar**
Address: 3624 E. Highlands Ranch Parkway, Unit 201, Highlands Ranch, CO 80126
Application for a **NEW BEER AND WINE LICENSE**

A **PUBLIC HEARING** will be held on **Tuesday, May 7th, 2024, at 1:30 p.m.**
at the **Phillip S Miller Building, 100 Third Street, Castle Rock, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area **(Please see attached map)**.
- You have not signed another petition concerning the same application.
- You have read or had read to you the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR** and support this application for a **BEER AND WINE License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are not now being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **BEER AND WINE License** be issued, please sign the petition "In Favor of License".

If you **OPPOSE** and do not support this application for a **BEER AND WINE License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **BEER AND WINE License** not be issued, please sign the petition "Opposed to License".

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Business Name / Business Address	Age	In Favor of License	Opposed to License	Reason / Circle Owner or Manager	
4/9/24	Chandler white / CW	mod pizza / 3622 E Highlands Ranch Parkway unit 101	26	✓		Owner / Manager	1
4/9/2024	Twee Nguyen	Canvas Credit Union / 3622 E. Highlands Ranch Parkway Unit 103	29	✓		Owner / Manager	2
4/9/24	Samantha Contos	Sweet Green / 3620 E Highlands Ranch Pkwy Unit 101	23	✓		Owner / Manager	3
4/9/24	Ryan Thompson	Nelcter Highlands Ranch / 3620 E Highlands Ranch Pkwy unit 103	23	✓		Owner / Manager	4
4/9/24	Rachel Lee	Baskin Robbins / 3626 E Highlands Ranch unit 209	35	✓		Owner / Manager	5

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Business Name / Business Address	Age	In Favor of License	Opposed to License	Reason / Circle Owner or Manager	
4/9/24	Annabelle Hafler	OrangeTheory fitness - 9559 South University blvd Unit 102	24	Yes	AH	Owner Manager	1
4/9/24	Vick Mediana	Papa murphys - 9559 S. University blvd unit 103	34	Yes		Owner Manager	2
4/9/24	Uka Odbayar	Dazzling Nails 9559 S. University #104	34	✓		Owner Manager	3
4/9/24	Jimmy Nguyen	Kung Fu Tea - 9559 S. University #107	30	✓		Owner Manager	4
4/9/24	Shannon Buck	Firehouse Subs 9559 S. University #108	51	✓		Owner Manager	5
4/9/24	Aiden Buttner	Dependable Cleaners #101 - 9555 S Univ. 80126	24	✓		Owner Manager	6
4/9/24	Rama Shekhar	Good Spirit 9553 South university w/ner & Liquor	22	✓		Owner Manager	7
4/9/24	EDWARD D. LUCASTI	PARRYS PIZZA/TAPHOUSE - 9567 S. UNIVERSITY B-2	50	✓		Owner Manager	8
4/9/24	Madison Van Dyne	9567 S. University Blvd Unit C1 YogaSix	34	✓		Owner Manager	9
4-9-24	LESLEY GEORGE	COLORADO FRAME COMPANY - 9567 S. UNIVERSITY C-2 HR, CO	64	✓		Owner Manager	10
4-9-24	Brett Freedman	Toast-que - 9567 S. University Blvd C-3	54	✓		Owner Manager	11
4/9/24	Patrick Cassidy	Jimmy Johns - 9567 S University D2	30	✓		Owner Manager	12
4-9-24	Isaac Theodor	Trek Highlands Ranch - 9567 S. University Unit E2	30	✓		Owner Manager	13
4-9-24	Kassi Dierenfield	Sally Beauty 9579 S University Unit 220	37	✓		Owner Manager	14
4-9-24	BAY HOANG	Sushi Mango 9579 S. University Blvd Unit 150	54	✓		Owner Manager	15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

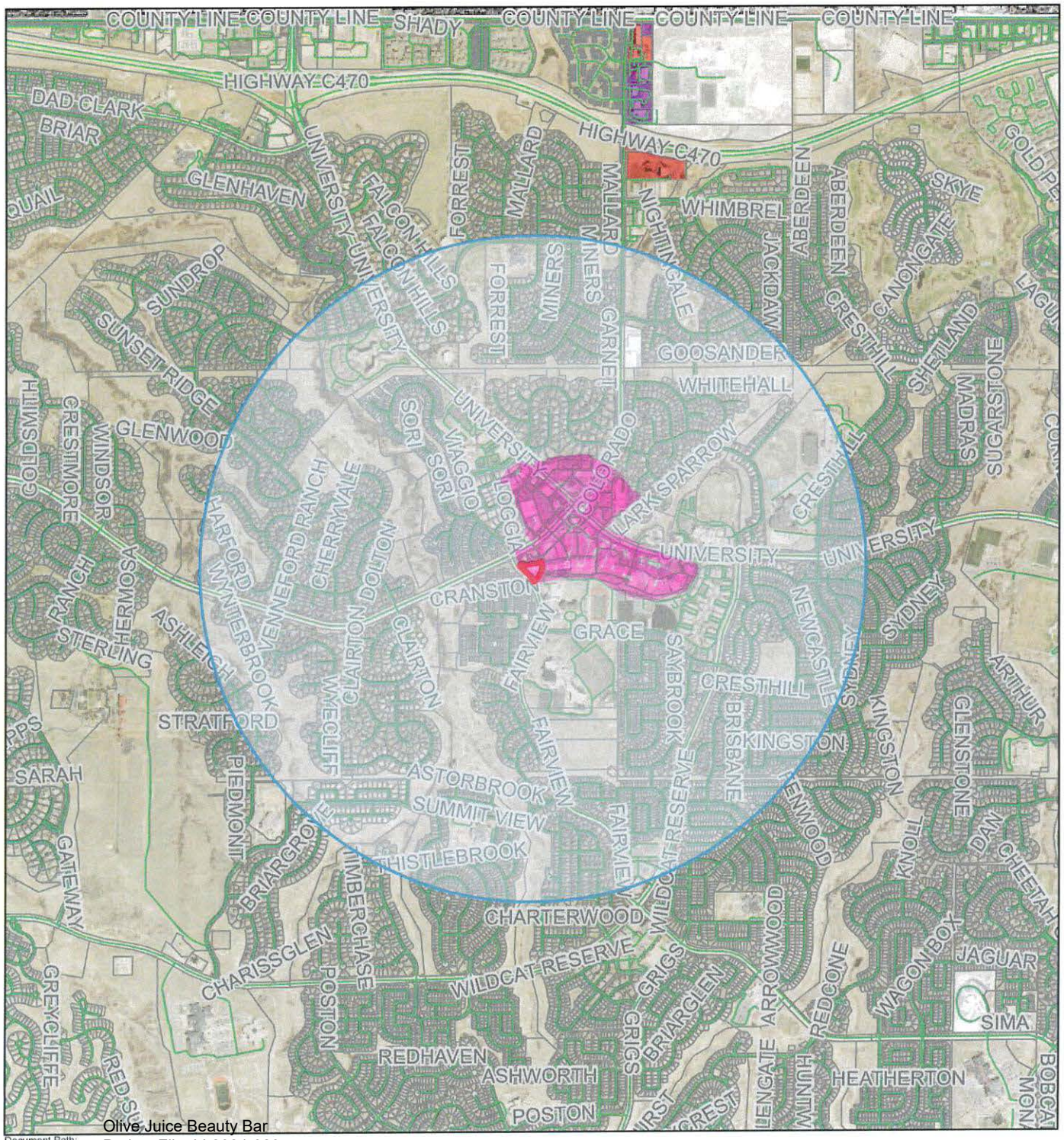
Today's Date w/ Year	Printed Name / Signature	Business Name / Business Address	Age	In Favor of License	Opposed to License	Reason / Circle Owner or Manager	
4/9/24	Liesl Roberts	Mathnasium 9579 S. University Ste. 140	30	✓		Owner Manager	1
4/9/24	Lacey Alkanan	Dominos Pizza 9579 S University Ste. 130	33	✓		Owner Manager	2
4-9-24	Misty Giran	Supercuts 9579 S. University Blvd, Highland 110	37	✓		Owner Manager	3
4-9-24	Jim Buckley	9579 S University #160 Acehardware	58	✓		Owner Manager	4
4.9.24	Ariel Saucedo	Chipotle 9579 University 600B	24	✓		Owner Manager	5
4.9.24	Walter Filson	Hops N Drops 9579 University 3B	25	✓		Owner Manager	6
4.9.24	Abigail Turner	Panera Bread 9579 University Blvd 500B	21	✓		Owner Manager	7
4/9/24	Celelia Shirin	EWC 9579 University Blvd 500A	29	✓		Owner Manager	8
4/9/24	Josh Funk	9579 University Blvd 400A Falcon Park Dental	43	✓		Owner Manager	9
4-9-24	Peter Shuey	9565 S. University Blvd Highlands Ranch 1831	40	✓		Owner Manager	10
4-9-24	Manish B Udhalhoka	9563 S University Total Vegan 3A	24	✓		Owner Manager	11
4/9/24	Catherine Fernandes	9563 S. University Noodles & Company 3B	24	✓		Owner Manager	12
4-9-24	Molly Schaefer	9463 S. University Nicolos	47	✓		Owner Manager	13
4/9/24	Victoria Lawerson	Massage Envy 9471 S University BLVD	22	✓		Owner Manager	14
4/9/24	Kaitlyn Scanlon	Glo Tanning 9473 S University Blvd unit B	22	✓		Owner Manager	15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Business Name / Business Address	Age	In Favor of License	Opposed to License	Reason / Circle Owner or Manager	
4/9/24	Peter Neupane	UPS Store 9457 S University Blvd	35	✓		Owner Manager	1
4/9/24	Paige Roberts	Colorado nutrition 9441. S. University	24	✓		Owner Manager	2
4/9/24	Megan Noble	2 Ultimate 9429 S. University	29	✓		Owner Manager	3
4-29-24	Andrew Fulas	9427. S Univ Highlands Family Chiropractic	46	✓		Owner Manager	4
4/11/24	Emily Wood	9352. S Colorado Blvd #A. FIVE GUYS		✓		Owner Manager	5
4/11/24	Armando Cardona	MYEYEDR 9370 S. Colorado Blvd A4	41	✓		Owner Manager	6
4/11/24	Kylie Peck	Onus IV 9370 S. Colorado Blvd. #A10	28	✓		Owner Manager	7
4/11/24	Brittany Sohr	Palm Beach Tan 9370 S Colorado BLVD #A-12	27	✓		Owner Manager	8
4/11/24	Samantha Gingles	Jersey Mikes 9362 S Colorado Blvd D-4	25	✓		Owner Manager	9
4/11/24	William Morse	Qdoba Mexican Eats 9364 S Colorado Blvd	21	✓		Owner Manager	10
4/11/24	Meri Parker	9362 S Colorado Blvd Unit D-4 Restore Dental	50	✓		Owner Manager	11
4/11/24	Roger Flores	Lamars 9360 S. Colorado Blvd #B-49		✓		Owner Manager	12
4/11/24	EMAD AHAMAD	CIRCLE-K 9356 S COLORADO BLVD		✓		Owner Manager	13
4/11/24	Savannah Hinkley	Einsteins Bagels 9385 S. Colorado Blvd 80126 #110	30	✓		Shift Owner Manager	14
4/11/24	Adan Quiroz	Rocky Mountain Fan Care 9835 S Colorado #108A	38	✓		Owner Manager	15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Business Name / Business Address	Age	In Favor of License	Opposed to License	Reason / Circle Owner or Manager	
4/11/24	David Park	Highlands Cleaners 9385 Colorado Blvd #100	69	✓		Owner Manager	1
4/11/24	BYGAHA JAHONG ERIC	Crepes & Dreams unit 197 9385 S Colorado	50	✓		Owner Manager	2
4/11/24	V'S Nails	V'S Nails 9385 S. Colo Unit 104	37	✓		Owner Manager	3
						Owner Manager	4
						Owner Manager	5
						Owner Manager	6
						Owner Manager	7
						Owner Manager	8
						Owner Manager	9
						Owner Manager	10
						Owner Manager	11
						Owner Manager	12
						Owner Manager	13
						Owner Manager	14
						Owner Manager	15



Olive Juice Beauty Bar

LL2024-020
Boundary Map

LEGEND

- PROJECT SITE
- 1 MILE BUFFER
- A1 - AGRICULTURAL ONE
- C - COMMERCIAL
- GI - GENERAL INDUSTRIAL
- PD - PLANNED DEVELOPMENT

N

DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT

~ AFFIDAVIT OF CIRCULATION ~

I, Carol Johnson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Carol Johnson
Signature of Circulator

State of Colorado)
) ss.
County of Douglas)

Subscribed and sworn to before me this 16 day of April, 2024.

DASHELL HAUENSTEIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234029201
MY COMMISSION EXPIRES AUGUST 1, 2027

Notary Public

My Commission expires: 8/1/27

RESIDENTIAL PETITION TO THE
LOCAL LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per local licensing authority rules/procedures. **If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at (303) 660-7460.**

Applicant: Olive Juice Beauty Bar, LLC (Colorado LLC)
d/b/a: **Olive Juice Beauty Bar**
Address: 3624 E. Highlands Ranch Parkway, Unit 201, Highlands Ranch, CO 80126
Application for a **NEW BEER AND WINE LICENSE**

A **PUBLIC HEARING** will be held on **Tuesday, May 7th, 2024, at 1:30 p.m.**
at the **Phillip S Miller Building, 100 Third Street, Castle Rock, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area **(Please see attached map)**.
- You have not signed another petition concerning the same application.
- You have read or had read to you the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR** and support this application for a **BEER AND WINE License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are not now being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **BEER AND WINE License** be issued, please sign the petition "In Favor of License".

If you **OPPOSE** and do not support this application for a **BEER AND WINE License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **BEER AND WINE License** not be issued, please sign the petition "Opposed to License".

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
4/7/2024	Carrie Thompson	9799 Dunning Circle	39	✓			1
4/7/24	Beau Smith	3348 Cranston Circle	32	✓			2
4/7/24	Emby Simon	3344 Cranston Cir.	29	✓			3
4/7/24	Patty Maro	3312 Cranston	59	✓			4
4/7/24	Conner Calhoun	3336 Cranston Cir	27	✓			5

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
4/7/24	Julia Gould	9739 Dunning Circle	26	✓			1
4/7/24	Jessi Mutherell	9759 Dunning Cir	43	✓			2
4/7/24	[illegible]	9763 Dunning Cir	69	✓			3
4/7/24	Thomas Pham	9618 Dunning Cir	42	✓			4
4/7/24	K MORRISON	9614 Dunning Cir	77	✓			5
4/7/24	Shilpa Shobhit	9612 Dunning Circle	37	✓			6
4/7/24	Tekir, Alede	9608 Dunning Circle	28	✓			7
4/7/24	RAVEESH RICHARD	9606 Dunning Circle	37	✓			8
4/7/24	Jen Peters	9640 Dunning Cir	42	✓			9
4.7.24	Nancy Roseveil	9642 Dunning Cir	64	✓			10
4.7.24	michael LATZ	9632 Dunning Cir	64	✓			11
4-7-24	[illegible]	9646 Dunning Circle	36	✓			12
4.7.24	Lauren Behrens	9646 Dunning Cir.	36	✓			13
4.7.24	Greeshma Kengala	9624 Dunning Cir	33	✓			14
4/7/24	Anne Baum	9652 Dunning Cir	40	✓			15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
4/7/24	ALICIA HERNANDEZ	9656 DUNNING CIR	35	✓			1
4/7/24	Erin Dell	9664 DUNNING CR	43	✓			2
4/7/24	Wenzheng Zhang	9666 Dunning Cir	46	✓			3
4/7/24	Gary Nicholas	9653 Dunning Cir	69	✓			4
4/7/24	Jim Garlowski	3356 CRANSTON	63	✓			5
4-7-24	Warren Gates	3360 Cranston	57	✓			6
4-7-24	Janssen Asbill	3372 Cranston Cir	80	✓			7
4-7-24	JIANGYUANYU	3374 Cranston Cir	33	✓			8
4-7-24	Brian Bess	3378 Cranston circle	41	✓			9
4/7/24	Marielle Stoskdale	3380 Cranston Cir. HR	35	✓			10
4-7-24	Julie Curtis	3429 Cranston Cir HR	58	✓			11
4-7-24	JAMES AZELVANDRE	9688 DUNNING CIR HR	45	✓			12
4-7-24	Jim LEMOS	9690 Dunning Cir HR	65	✓			13
4/7/24	[illegible]	3388 HAWTHORNE HR	43	✓			14
4/7/24	Adam Hazlett	3363 Hawthorne	45	✓			15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
4/7/24	Tim Georgka	3369 Hawthorne	59	✓			1
4/7/24	Casey Dawson	3383 Hawthorne Dr Highlands Ranch	40	✓			2
4/7/24	Kim Stephen	3397 Hawthorne Dr	54	✓			3
4-7-24	Nathan Koppler	3402 Hawthorne Dr	42	✓			4
							5
							6
							7
							8
							9
							10
							11
							12
							13
							14
							15

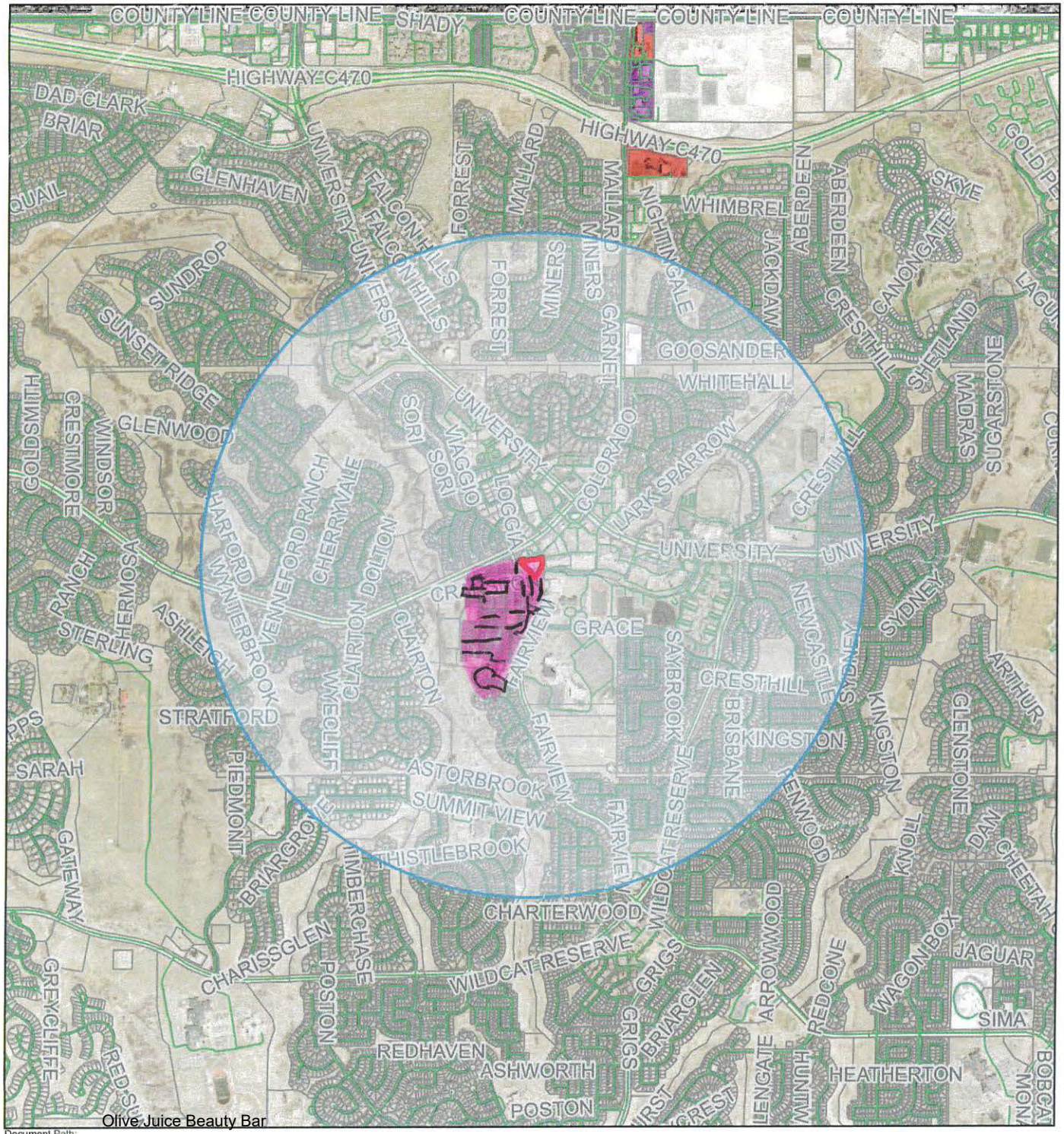
Olive Juice Beauty Bar

LL2024-020
Boundary Map

LEGEND

- PROJECT SITE
- 1 MILE BUFFER
- A1 - AGRICULTURAL ONE
- C - COMMERCIAL
- GI - GENERAL INDUSTRIAL
- PD - PLANNED DEVELOPMENT

N



DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT

~ AFFIDAVIT OF CIRCULATION ~

I, Jerry Wheeler, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Signature of Circulator

State of Colorado)
) ss.
County of Douglas)

Subscribed and sworn to before me this 7th day of April, 2024

Carol Johnson
Notary Public

My Commission expires: July 14, 2027

CAROL JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054040157
MY COMMISSION EXPIRES JULY 14, 2027

RESIDENTIAL PETITION TO THE
LOCAL LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per local licensing authority rules/procedures. **If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at (303) 660-7460.**

Applicant: Olive Juice Beauty Bar, LLC (Colorado LLC)
d/b/a: **Olive Juice Beauty Bar**
Address: 3624 E. Highlands Ranch Parkway, Unit 201, Highlands Ranch, CO 80126
Application for a **NEW BEER AND WINE LICENSE**

A **PUBLIC HEARING** will be held on **Tuesday, May 7th, 2024, at 1:30 p.m.**
at the **Phillip S Miller Building, 100 Third Street, Castle Rock, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area **(Please see attached map)**.
- You have not signed another petition concerning the same application.
- You have read or had read to you the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR** and support this application for a **BEER AND WINE License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are not now being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **BEER AND WINE License** be issued, please sign the petition "In Favor of License".

If you **OPPOSE** and do not support this application for a **BEER AND WINE License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **BEER AND WINE License** not be issued, please sign the petition "Opposed to License".

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

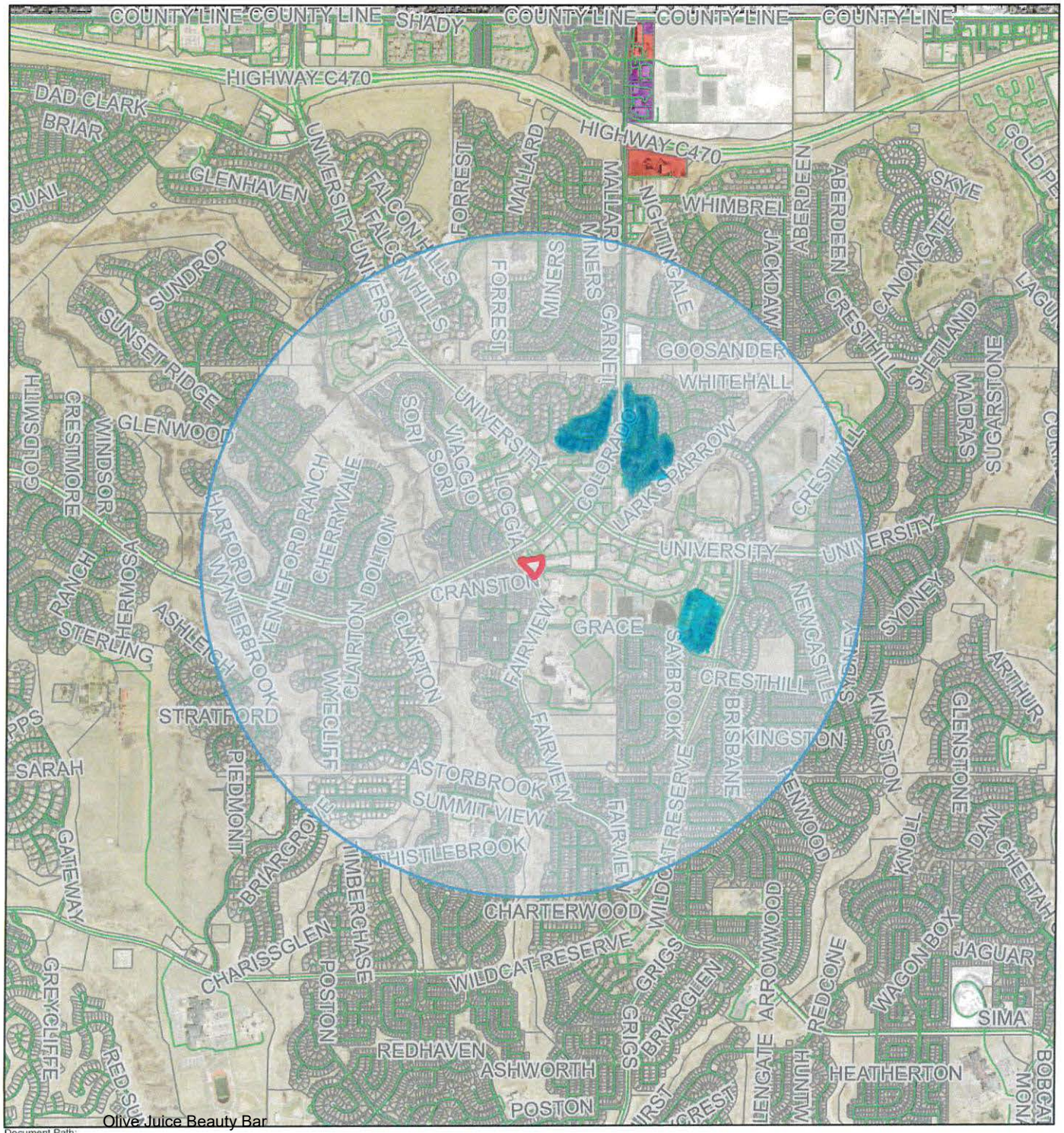
Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
4/13/24	Paul Timperio	9328 Canyon Wren Ct	49	Y			1
4/13/24	Stacy Voss	9318 Canyon Wren Ct	49	Y			2
4/13/24	Spencer Jordan	9318 Canyon Wren Ct	50	Y			3
4/13/24	Frank Chavez	9297 Canyon Wren Ct HR	67	Yes.			4
4/13/24	Sue Chavez	9297 Canyon Wren Ct HR	67	Yes			5

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
4/13/24	Irene Apostolopoulos	9267 Canyon Wren Ct.	58		NV		1
4/13/24	Ryan Fletcher	9248 Canyon Wren	48	✓			2
4/13/24	Chris Goldsberry	9278 Canyon Wren Ct	62	✓			3
4/13/24	Caroline Miller	9288 Canyon Wren Ct	34	✓			4
4-13-24	Campbell Sparlin	9298 Lark Sparrow	23	✓	[illegible]		5
4-13-24	JASON SPARGER	9292 SAND HILL TR.	42	✓			6
4/13/24	Shirlyn Thomas	9282 Sand Hill TR	60	✓			7
4/13/24	Tony Vanyer	9272 Sand Hill Tr	48	✓			8
4/13/24	Nick Floyd	9262 Sand Hill Tr.	43	✓			9
4/13/24	Deb Steinke	1241 Sand Hill TR Highlands Ranch	57	✓			10
4/13/24	Michelle Dougan	9261 Sand Hill Trl	65	✓			11
4/13/24	Patti Davis Fell	3950 E. White Bay Dr. 80126	62	✓			12
4/13/24	Gerald Frank	3910 White Bay Dr 80126	62	✓			13
4/13/24	[illegible]	3944 White Bay Dr	52	✓			14
4/13/24	Edward Bielecki	3969 White Bay Dr	78	✓			15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
4/13/24	Richard Cook	9188 Buckhill Dr.	LL	✓			1
4/13/24	Javier Barajas	9671 Timber Hawk Apt 424	48	✓			2
4/13/24	Mark Tozzini	9671 Timber Hawk Cir Unit 412	71	✓			3
4/13/24	Anthony Scott	9671 Timber Hawk Circle	45	✓			4
4/13/24	Z Freisen	9675 Timber Hawk Cir Apt 214	32	✓			5
4/13/24	Sydney Barlow	9675 Timber Hawk Cir #223	24	✓			6
4/13/24	Cat Reynolds	9667 S. Timberhawk #2913	33	X			7
4/13/23	Aaron Gowdson	9669 Timber Hawk #3012 Highland Ranch CO 80126	42	✓			8
							9
							10
							11
							12
							13
							14
							15



Olive Juice Beauty Bar

LL2024-020
Boundary Map

LEGEND

- PROJECT SITE
- 1 MILE BUFFER
- A1 - AGRICULTURAL ONE
- C - COMMERCIAL
- GI - GENERAL INDUSTRIAL
- PD - PLANNED DEVELOPMENT

N

DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT

~ AFFIDAVIT OF CIRCULATION ~

I, Carol Johnson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Carol Johnson
Signature of Circulator

State of Colorado)
) ss.
County of Douglas)

Subscribed and sworn to before me this 16 day of April, 2024.

DASHELL HAUENSTEIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234029201
MY COMMISSION EXPIRES AUGUST 1, 2027

Notary Public

My Commission expires: 8/1/27