

New Massage Facility License Staff Report

Date: April 17, 2026
To: Douglas County Massage Licensing Authority
Through: Douglas J. DeBord, County Manager
From: Kati Carter, AICP, Director of Community Development *KC*
CC: Scott Weeks, Senior Planner
Shanna Austin, Public Outreach and Assistance Manager
Steven E. Koster, AICP, Deputy Director of Community Development
Subject: **Hana Massage, New Massage Facility License**
Project File: MI2026-006

Massage Facility Licensing Authority Hearing:

May 5, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of a new massage facility license for AYMSG LLC d/b/a/ Hana Massage.

II. APPLICATION INFORMATION

A. Applicant

Hana Massage
8796 S. Colorado Boulevard, Unit C
Highlands Ranch, CO 80130

B. Request

An application for a new massage facility license was submitted on March 1, 2026. Based on the application date, this massage facility license must comply with Douglas County Ordinance # O-024-005, and Douglas County Resolution # 2024-124.

C. Location

The site is located at 8796 S. Colorado Boulevard, Unit C, in the Highlands Ranch Planned Development (PD).

III. CONTEXT

The site was originally approved with project file SP2004-008 and allows for retail uses as part of the approval. Hana Massage is a new massage facility that provides personal massage therapy. The business hours will be Monday-Sunday from 9:30 a.m. to 9:30 p.m. There will initially be 1 full-time licensed massage therapist. The premises will be closely monitored by the manager on duty.

The newest adopted ordinance, O-026-002, is undergoing a final review by the FBI. Once approved, all licensees will be subject to the expanded background checks established by the current ordinance.

IV. STAFF ANALYSIS

Per Sections 4(a) and 5(a), of Ordinance # O-024-005, a massage facility license may be approved upon finding that:

All individuals with a 10 percent or more financial interest of such entity are 18 years or older.

Staff Comment: The applicant is a legal entity with an LLC, and each individual with ownership is over 18 years of age.

Individuals do not have pending criminal action, have not been convicted of, or have not entered a plea of no contest for felony or misdemeanor prostitution, solicitation of prostitution, human trafficking related offenses, fraud, theft, embezzlement, or money laundering.

Staff Comment: The background checks are complete and show no relevant history. The Douglas County Sheriff's Office has reviewed the criminal history and in-house records and had no objection to the application.

Individuals are not registered as a sex offender, nor are they required by law to register as a sex offender.

Staff Comment: The background checks are complete and show no relevant history. The Douglas County Sheriff's Office has reviewed the criminal history and in-house records and had no objection to the application.

Individuals have not had to surrender a license to practice or had a previous license denied, suspended, or revoked.

Staff Comment: The applicants or managers for this new massage facility license have not been denied a license, had a massage facility license suspended or revoked, or had interest in another entity that had a massage facility license suspended or revoked, as answered on question #6 of the application.

The applicant has ownership or right to possession of the premises wherein the massage facility will be operated.

Staff Comment: The applicant has submitted their lease that shows legal possession of the premises.

V. STAFF ASSESSMENT

Staff has evaluated the application in accordance with the criteria found in Douglas County Ordinance # O-024-005, and Douglas County Resolution # 2024-124. The massage license will be issued upon a finding from the Authority that the approval criteria for the license is met.

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MESSAGE FACILITY LICENSE APPLICATION

All answers must be printed in black ink or typewritten. Applicant must check the appropriate box(es)

- New
- Existing/Transfer

1. Applicant is applying as a/an (select one):

- Individual
- Corporation
- Limited Liability Company
- Partnership (Includes Limited Liability and Husband and Wife Partnerships)
- Association or Other

If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation:

AYMSG LLC

FEIN Number: 39-2355261

Trade Name of Establishment (DBA): Hana Massage

State Sales Tax Number: N/A

Business Telephone: 720-257-8983

Address of Premises: 8796 S Colorado Blvd Unit C, Highlands Ranch, CO 80126

Mailing Address: 5327 Heatherton Lane, Highlands Ranch, CO 80130

Email Address: zpoweracctg@gmail.com

2. 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):

- Been denied a massage facility license? No
- Had a massage facility license suspended or revoked? No
- Had an interest in another entity that had a massage facility license suspended or revoked? No

If you answer yes to 6A, B, or C, explain in detail on a separate sheet.

3. Does the applicant (as listed on line 2 of this application) have legal possession of the premises by ownership, lease or other arrangements?

- Ownership
- Lease
- Other (Explain) _____

If leased, list the name(s) of the landlord and tenant, include date of expiration (exactly as they appear on the lease).

Landlord: Kate Townsend

Tenant: AYMSG LLC

Expires: 03/01/2031

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

Last Name: N/A

First Name: _____

Date of Birth: _____

FEIN or SSN: _____

Interest/Percentage: _____

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

5. Tax Information: 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 application, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?

Yes

No

6. 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 application. All persons listed below must complete appropriate background checks. For additional information see the application checklist.

Name: Annie Haiyan Yang & Brent Gorthy (couple)

Home Address, City & State: 5327 Heatherton Lane, Highlands Ranch, CO 80130

Date of Birth: 02/23/1978 & 08/05/1965

Position: Managing Member

Percent Owned: 50% & 50%

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations: Include President, Vice-President, Secretary and Treasurer (ownership percentage if applicable)

** If the total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant entity

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 all Douglas County and Colorado laws which affect my license.

Annie Haiyan Yang
Applicant Signature

03/01/2026
Date

MASSAGE FACILITY NEW AND TRANSFER 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. Please check all appropriate boxes completed or documents submitted

APPLICANT INFORMATION:

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- All sections of the application need to be completed

PROOF OF PROPERTY POSSESSION

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

BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

Every applicant, owner or prospective owner, or employee or prospective employee of a massage facility in unincorporated Douglas County or where Douglas County is the licensing authority shall submit to a background check as required per Ordinance O-024-004. Vendors for background checks:

IdentoGO - <https://uenroll.identogo.com/> Phone: 844-539-5539 (toll-free).

Please use the code below when registering with IdentoGo: ColoradoService Code: 25YKYN

Colorado Fingerprinting – <http://www.coloradofingerprinting.com> Appointment Scheduling Website:

<http://www.coloradofingerprinting.com/cabs/>. Phone: 720-292-2722 Toll Free: 833-224-2227.

Please use the code below when registering with Colorado Fingerprinting: CBI Unique ID: 9300MATI

Details about the vendors and fingerprinting in Colorado can be found on CBI's website:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

INDIVIDUAL OR SOLE PROPRIETOR/HUSBAND AND WIFE PARTNERSHIP (IF APPLICABLE)

- Copy of State issued Driver's License or Colorado Identification Card for each applicant

CORPORATE APPLICANT INFORMATION (IF APPLICABLE)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

PARTNERSHIP APPLICANT INFORMATION (IF APPLICABLE)

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

LIMITED LIABILITY COMPANY APPLICANT INFORMATION (IF APPLICABLE)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

LEASE AGREEMENT

1. PARTIES. This Lease Agreement, dated as of the 15th of February, 2026, is made by and between Kate Townsend (herein called "Landlord") and, AYMSG LLC (herein called "Tenant"), DBA "Hana Massage".

PREMISES. Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord the certain space (herein called the "Premises"), containing approximately 960 square feet of floor area, commonly known as 8796 S. Colorado Blvd. Unit C, Highlands Ranch, Colorado 80126.

3. TERM. The Lease term shall be 5 years, commencing at 12:00 noon on first (1st) day of April 2026 and ending at 12:00 noon on the 31st day of March 2031.

4. BASE RENT.

Tenant agrees to pay to Landlord, promptly on the first day of each month commencing April 1, 2026 a monthly rental fee of starting at \$16.00 per square foot or \$1,280 per month (which shall increase by operating expenses set forth in Section A). Payments (Base Rent plus CAM) shall be mailed to the landlord (Kate Townsend) at **15785 Pole Pine Point, Colorado Springs, CO 80908.**

Base monthly rental rate for <u>April 1, 2026 to April 30, 2026:</u>	<u>\$0.00</u>	
Base monthly rental rate for <u>May 1, 2026 to March 31, 2027:</u>	<u>\$1,280.00</u>	\$16/sq.ft.
Base monthly rental rate for <u>April 1, 2027 to March 1, 2028:</u>	<u>\$1,280.00</u>	\$16/sq.ft.
Base monthly rental rate for <u>April 1, 2028 to March 1, 2029:</u>	<u>\$1,440.00</u>	\$18/sq.ft.
Base monthly rental rate for <u>April 1, 2029 to March 1, 2030:</u>	<u>\$1,440.00</u>	\$18/sq.ft.
Base monthly rental rate for <u>April 1, 2030 to March 1, 2031:</u>	<u>\$1,440.00</u>	\$18/sq.ft.

*Plus the Monthly Operating Expenses (CAM) of \$1,100.00

A. Operating Expenses: Tenant shall pay all operating expenses associated with the operation of the Premises set forth below. This shall be a triple net lease. Tenant shall pay the premiums on the insurance -Tenant is required to pay hereunder. Tenant's expenses shall include, but not be limited to the following:

- 1. Utilities (gas and electric)
- 2. Janitorial
- 3. Trash
- 4. Water and Sewer
- 5. Tenant's plumbing and sewer repairs on its Premises, (HVAC is solely the responsibility of the tenant), electrical wiring and any other repairs on Tenant's Premises
- 6. Maintenance of the Premises
- 7. Pest control
- 8. Property Taxes on the Premises
- 9. Insurance premiums as set forth in this Lease
- 10. Snow removal
- 11. landscaping
- 12. All other expenses on the Premises including maintenance and replacement except for the replacement on the roof and on the structural parts of the building.

Operating Expenses.

A. In addition to the Base Rent, Tenant shall pay each month, as additional rent, \$1,100. This is operating expenses (CAM) and this amount will change as expenses change over the course of the lease. This covers most of section 4A above but not all of it.

B. **Tenant's Obligations.** In addition to the Base Rent provided for above, Tenant shall pay to Landlord its percentage share of any increase in the operating Expenses incurred by Landlord on account of operation and maintenance of the Building. Tenant's percentage share of rentable area in the Property is calculated to be 20 percent. The Tenant's Operating Expenses shall be payable every month in addition to the base monthly rental payment.

C. **Definition.** Property Operating Expenses are intended to be inclusive of all costs of operating and maintaining the Property. Landlord agrees to make reasonable efforts to minimize operating costs insofar as such efforts are not inconsistent with Landlord's intent to operate and maintain the Property in a first class manner. Operating expenses may include, but shall not be limited to the following:

a. All taxes, assessments and other governmental impositions and charges whatsoever which may create a statutory lien upon Premises, which are assessed, levied or imposed during the term of this Lease, and any tax, levy or license fee measured by the rent payable by Tenant under this Lease or any obligation to any governmental entity assessed upon Landlord as a result of its ownership of the Premises or the Property. Also, any dispute cost to lower the property taxes

b. All costs and expenses to Landlord in maintaining fire and extended coverage insurance, property damage, liability and rent loss insurance and any other insurance maintained by Landlord covering the occupancy, use and operation of the Property and the common areas

c. All costs and expenses incurred by Landlord in providing janitorial and utility services to the Premises, including sewer and water service (excluding usage), electricity, gas, trash and sewage removal. Tenant agrees, at its own expense, to pay telephone charges. Landlord shall be under no obligation to provide for separate metering of any such utility services.

d. All costs and expenses incurred by Landlord in managing the Building and maintaining the exterior common areas, including all sums expended for general maintenance and repair of sidewalks curbs, pavers, sprinkler systems, plumbing, planting, landscaping, security systems, lighting systems, fire alarm systems, storm drainage systems, and other utility systems of the Property; for exterior painting, resurfacing, sweeping of the areas, police and fire inspection services; for personnel to implement such services, supplies and charges for management of the Property and common area.

5. USE OF PREMISES. Tenant shall use the Premises for Massage / office and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall conduct its operations in a lawful manner and in strict compliance with all governmental laws, rules, regulations, and orders applicable to the businesses of Tenant, including all health related laws conducted in and upon the Premises, including, but not limited to, all statues, and rules and regulations whether federal, state or local relating to the use storage, and disposal of hazardous materials as well as environmental, health and safety regulations. The Premises shall not be used for any state recognized illegal purposes, or in any manner to create any nuisance or trespass or in any way that increases the property insurance rate. The Premises shall not be used to sell, grow, or use any drugs that may be considered illegal on a Federal level as the laws exist at the time of execution of the Lease or as may be modified from time to time.

Absolutely no smoking is allowed in the Premises.

6. SECURITY DEPOSIT. Tenant has deposited with Landlord the sum of ~~\$3,000-~~ Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, may commingle said deposit with other funds of Landlord and shall have full use of said deposit during the term of the Lease. Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform each and every provision of this Lease, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the lease term or upon completion of all obligations herein, whichever occurs later. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. OPTION TO RENEW. Tenant shall have the option to renew this Lease for five (5) additional years. Such option term to commence at 12 noon on April 1, 2031 and to terminate at 12:00 noon on March 1, 2036.

(a) Tenant shall notify Landlord, in writing, of its election to exercise the Option to Renew no earlier than nine (9) months, nor later than six (6) months prior to the applicable Renewal Term. Tenant's leasing of the Premises during the applicable Renewal Term shall be subject to the same terms, covenants and conditions of the Lease.

(b) The Base Rent rate for the renewal term shall be at market rate.

8. UTILITIES. From and after the commencement of date of this Lease, Tenant shall be solely responsible for and promptly pay all charges for telephone, cable TV, heat, water, gas, electric and sewer services and any other utility service used or consumed on the Leased Premises, which shall be billed to Tenant directly by the service provider. In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the Leased Premises, unless the same shall be caused by the gross negligence or misconduct of Landlord or its agents or contractors.

9. CONDITION AND CARE OF PREMISES. Tenant shall inspect the Leased Premises and accept the same its then existing condition. It is intended that Tenant shall, throughout the term of this Lease, at its own cost and expense, keep and maintain the Leased Premises in good condition, repair and order, ordinary wear and tear and casualty excepted, including but not limited to floors, walls, and lighting thereon or adjoining or in front of the Leased Premises and all connections with the street, water, electric, telephone, cable TV and air conditioning and heating apparatus and machinery and such other fixtures used in connection with the operation of the Leased Premises, including glass and any replacement made by Tenant. Tenant covenants that it will not permit, commit or suffer waste, impairment or deterioration of the Leased Premises or the improvements thereon or any part thereof, reasonable wear and tear and casualty excepted.

10. HOLDING OVER. If, after expiration of the term of this Lease, Tenant shall remain in possession of the Leased Premises and continue to pay rent without a written agreement as to such possession, then Tenant shall be deemed a Tenant at will, and the rental rate during such holdover tenancy shall be equivalent to 1.5 times the amount of the daily rent paid for the last month of tenancy under this Lease. No holding over by Tenant shall operate to renew or extend this Lease without the written consent of Landlord to such renewal or extension having been first obtained.

11. ALTERATION - CHANGES AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part thereof without first obtaining the written consent of the Landlord. In the event Landlord consents to the making of alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, and any alterations, additions or improvements to or of the Premises approved by Landlord, including, but not limited to, wall covering, paneling, and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the property and belong to Landlord and shall be surrendered with the Premises as set forth in the provisions of this Lease.

12. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Tenant shall provide to Landlord, at Tenant's sole cost and expense a waiver of lien for additions or alterations in the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and material men's liens and to insure completion of and full payment for the work undertaken. Should any such liens be filed or recorded against the Premises, Building or Building Complex with respect to work done for or materials supplied to or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with the court of competent jurisdiction as may be provided by applicable law. If Tenant fails to cause such liens to be released or post security therefore as herein above provided, Landlord may pay and obtain the release of said lien and Tenant shall reimburse Landlord for said amount paid by Landlord as additional rent due hereunder within thirty (30) days of receipt by Tenant of billing from Landlord. Landlord shall have the right to post the Premises notifying others of the Landlord's non-liability for payment of wages or materials.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. In the event that Landlord shall consent to an assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed Five Hundred and 00/100 Dollars (\$500.00), incurred in connection with the processing of documents necessary to giving of such consent.

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

15. SUBROGATION. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements if required by their insurer to evidence compliance with the aforementioned waiver.

16. LIABILITY INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000.00 for injury or death of one person in any one accident or occurrence, and in the amount or not less than \$1,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$1,000,000.00. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided and said insurance shall have an Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required, to procure and maintain same at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XIII or better in "Best's Key Rating Guide." Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

17. DEFAULT BY TENANT.

A. Events of Default: Each one of the following events is referred to as an "Event of Default":

1. Tenant shall fail to make due and punctual payment of Rent or any other amounts Payable hereunder, and such failure shall continue for ten (10) days after receipt of written notice from Landlord.
2. Tenant shall vacate or abandon the Leased Premises, or remove leasehold improvements or fixtures constituting property of Landlord.
3. This Lease shall be transferred to or shall pass to or devolve upon any other person or Party except in the manner set forth in paragraph 13.
4. This lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the

instance of any creditor of or claimant against Tenant, and said attachment shall not be discharged or disposed of within thirty (30) days after the levy.

5. The filing of any petition or the commencement of any case or proceeding by the Tenant under any provision or chapter of the Federal Bankruptcy Act, the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy or reorganization; or the adjudication that the Tenant is insolvent or bankrupt, or the Entry or an order for relief under the Federal Bankruptcy Code with respect to Tenant.

6. The filing of any petition or the commencement of any case of proceeding described in Subsection (5) above against the Tenant, unless the petition and all proceedings initiated thereby are dismissed within sixty (60) days from the date of the filing; the filing of an answer by Tenant admitting the allegations of any such petition; or the appointment of or taking possession by a custodian, trustee or receiver for all or any assets of the Tenant, unless such appointment is vacated or dismissed within sixty (60) days from the date of such appointment or taking of each possession;

7. Tenant shall fail to take possession of the Leased Premises thirty (30) days following the earlier of the date the Premises are ready for occupancy or the Commencement date.

8. Tenant shall fail to perform any of the other agreements, terms, covenants or conditions of this Lease on Tenant's part to be performed, and such non-performance shall continue for a period of thirty (30) days after written notice by Landlord to Tenant, or if such performance cannot be reasonably had within such thirty (30) day period, Tenant shall not in good faith have commenced such performance within such thirty (30) period, and shall not thereafter diligently proceed to completion.

B. Remedies of Landlord. If any one or more events of default shall happen, then Landlord shall have the right at Landlord's election, then or at any time thereafter without demand or notice, to reenter and take possession of the Leased Premises or any part thereof and repossess the same as Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenants or prior conditions and without terminating this Lease. Should Landlord elect to reenter as provided in this Subsection, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law including a proceeding for possession pursuant to Colorado's Forcible Entry and Unlawful Detainer Statutes, Landlord may, from time to time, without terminating this Lease either:

1. (a) Relet the Leased Premises or any part thereof in Landlord's or Tenant's name, but for the account of Tenant, for a term of terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on conditions and upon other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its commercially reasonable discretion, may determine, and Landlord may collect and receive the rents. Landlord shall use reasonable efforts to relet the premises and maximize the income generated by the Leased Premises. No reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible entry and unlawful detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice, in which event the Lease will terminate as specified in the notice.

(b) If Landlord elects to take possession of the Leased Premises as provided in this Subsection (a) without terminating the Lease, Tenant shall pay to Landlord (1) the Rent and other sums due under this Lease which would be payable if repossession had not occurred, less (2) the net proceeds, if any, of any reletting of the Leased Premises after deducting all Landlord's expenses in connection with the reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration, remodeling and repair costs and expenses of preparation of the reletting. If, in connection with any reletting, the new lease term extends beyond the existing term, or the premises covered include other premises not part of the Leased Premises, a fair apportionment of the rent received from the reletting and the expenses incurred in connection with the reletting will be made in determining the net proceeds received from reletting. In addition, in determining the net proceeds from reletting, any rent concession will be apportioned over the term of the new Lease;or

2. To give Tenant written notice of intention to terminate this Lease on the date of the notice, or on any later date specified in the notice. Tenant's right to possession of the Leased Premises shall cease and the Lease shall thereupon be terminated, except as to Tenant's liability under this Lease, as if the expiration of the term fixed in the notice were the end of the term originally demised, including as extended by the exercise of any options granted to Tenant. If this Lease is terminated pursuant to the provisions of this Subsection (2), or terminated pursuant to a proceeding for possession under the Colorado Forcible Entry and Unlawful Detainer Statutes, Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and other sums which would have been owing by Tenant under this Lease for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Leased Premises by Landlord subsequent to the termination, after deducting all Landlord's expenses in connection with such reletting, including, but without limitation, the expenses enumerated in Subsection (1)(b) above. Landlord shall be entitled to collect damages from Tenant monthly on the days on which the Rent and other amounts would have been payable if this Lease had not been terminated.

C. Cumulative Remedies: Suit or suits for the recovery of the Rent and other amounts and damages may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease shall be deemed to require Landlord to await the date when this Lease or its Term would have expired by limitation had there been no default by Tenant, or no termination, as the case may be. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise including but not limited to suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and non-exclusive. All costs incurred by Landlord in connection with collecting any Rent or other amounts and damages owing by Tenant pursuant to the provisions of this lease, or to enforce any provision of this Lease, including reasonable attorney's fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be paid by Tenant to Landlord.

D. No Waiver. No failure by Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial payment of Rent during the continuance of any breach, shall constitute a waiver of any breach or of the agreement to be performed or complied with by the other

party, and no breach shall be waived, altered or modified except by written instrument executed by the waiving party. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition shall continue in full force and effect with respect to any other then existing or subsequent breach. Notwithstanding any termination of this Lease, the same shall continue in force and effect as to any provisions which require observance or performance by Landlord or Tenant subsequent to such termination.

E. Bankruptcy. Nothing contained in this paragraph 18 shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowed by any statute or rule of law governing such a proceeding and in effect at the time when such damages are to be proved, whether or not the amount is greater, equal to or less than the amounts recoverable, either as damages or Rent, referred to in any of the preceding provisions of this paragraph. Notwithstanding anything contained in this paragraph to the contrary, any such proceeding or action involving bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, or appointment of a receiver or trustee, as set forth above, shall be considered to be an event of default only when the proceeding, action or remedy shall be taken or brought by or against the then holder of the leasehold estate under this Lease.

18. DAMAGE: CONDEMNATION.

(a) If leased premises are partially or totally destroyed, the lease term from any cause, other than Tenant's misuse, negligence or failure to perform or observe any of the terms or conditions of this Lease, Landlord shall repair as provided herein, unless it shall elect to terminate this Lease pursuant hereto; if Landlord is obligated or elects to repair, it shall, with reasonable diligence, restore the Building and leased premises to substantially the same condition they were immediately prior to destruction, except that Landlord shall not be required to rebuild, repair, or replace any of the partitions, fixtures or other improvements placed by Tenant or other tenants within the Building. Destruction of the leased premises shall not terminate this Lease unless so elected by Landlord, however, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made based upon the extent to which the making of repairs interfere with the business carried on by Tenant at the leased premises.

(b) If the leased premises are partially or totally destroyed by causes other than those covered by fire and extended-coverage insurance, or if the Building is destroyed by any cause to the extent of twenty percent (20%) of the replacement cost or more, whether the leased premises are damaged or not, or if any mortgagee under a deed of trust or mortgage on the Building should require that the insurance proceeds be used to retire the debt, Landlord may elect to terminate this Lease by giving notice to the Tenant within ninety (90) days after occurrence of the destruction termination to be effective ten (10) days after the giving of notice, and Landlord shall have no obligation to rebuild. Any insurance carried by Landlord or Tenant against loss or damage to the Building or the leased premises shall be for the sole benefit of the party carrying that insurance.

(c) If title to any part of the leased premises is taken by right of eminent domain, or by private purchase in lieu of eminent domain, this Lease shall, as to the part so taken, terminate as of the date possession of that part is taken and rent shall be adjusted in a fair manner based upon the portion taken. As to the remainder of leased premises, this Lease shall remain in full effect. Unless the Lease is terminated under this paragraph, Landlord shall at its own expense make all necessary restoration to the remaining portion of the leased premises. There shall be no abatement of rent during this restoration except as

provided in this paragraph. If title to so much of the leased premises is taken so that a reasonable amount of reconstruction will not result in the leased premises being a practical improvement and reasonably suitable for continued occupancy by Tenant, then this Lease shall terminate the date possession of the leased premises, or a part of them, is taken. All compensation awarded or paid upon a total or partial taking of the title to the land or improvements shall belong to Landlord, whether this compensation is paid as compensation for diminution of value of the leasehold or of the fee. Tenant may, however, seek and recover for its own account against the condemning authority any amount attributable to the taking of Tenant's improvements or trade fixtures or to relocation or interruption of business.

19. LEGAL PROCEEDINGS - ATTORNEY'S FEES

In the event of any legal action concerning this Lease, the prevailing party shall be paid by the non-prevailing party all costs and expenses of said action, including reasonable attorney's fees incurred by the prevailing party.

20. STATUS STATEMENT OF LEASE

Tenant agrees upon request from time to time from Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying if true (or otherwise if not true) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications); that the Tenant has accepted and occupied the Leased Premises; that the Tenant has not paid rent in advance; that Tenant is not aware of prior assignments of this Lease by Landlord; that Tenant has no offsets against the rent or claims against Landlord; the amount of monthly rent due; and, the date to which rent and other charges have been paid. Tenant shall complete and return any such request within ten (10) business days of request by Landlord.

21. INTEREST ON PAST DUE OBLIGATIONS

Any amount due to Landlord not paid when due shall bear interest at 1-½ percent per month from due date until paid. Payment of such interest shall not excuse or cure any default by Tenant under this lease.

22. LATE CHARGE

Tenant shall pay, as additional rent, an amount equal to ten percent (10%) of one month's rent as a late penalty payment should Landlord not receive the monthly rental payment within five (5) days after the due date.

23. NOTICE PROCEDURE

All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing and such that are to be given to Tenant shall be deemed to have been properly given if served on Tenant or its registered agent, or sent to Tenant by United States certified mail, return receipt requested, properly sealed, stamped, and addressed to Tenant at **8796 S. Colorado Blvd. Unit C, Highlands Ranch, CO 80126**

Notice to be given to Landlord shall be deemed to have been properly given if personally served on Landlord or if send to Landlord, by United States certified mail, return receipt requested, properly sealed, stamped and addressed to Kate Townsend,

15785 Pole Pine Point, Colorado Springs, CO 80908, or at such other place as Landlord may from time to time designate in a written notice to Tenant. Any notice given by mailing shall be effective as of two (2) days after the date of mailing as shown by the receipt given therefore.

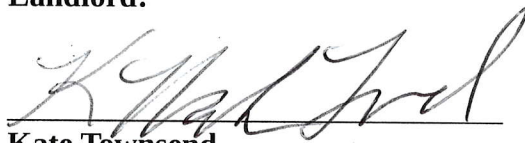
24. ENVIRONMENTAL MATTERS

A. Environmental Compliance. Tenant and its agents and employees shall use the Leased Premises and conduct any operations thereon in compliance with all applicable federal, state and local environmental statues, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder..

B. Tenant covenants that: No hazardous substances shall be generated, treated, stored, or disposed of, or otherwise deposited in or located on the building or the Leased Premises, including without limitation, the surface and subsurface water of the Building; except that reasonable quantities of hazardous substances generated as a necessary part of the conduct of tenant’s business, if used and disposed of in compliance with all environmental laws and regulations applicable to their use shall be allowed.

25. SIGNATURES. By their signatures below, the parties agree and consent to all of the above terms, conditions and covenants as set forth above and this Lease Agreement merges, supersedes and incorporates all agreements and understandings among the parties hereto with respect to the Premises herein before described.

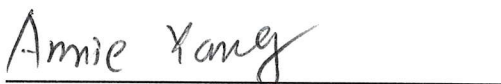
Landlord:



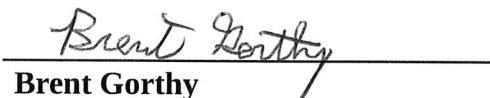
Kate Townsend
15785 Pole Pine Point
Colorado Springs, CO 80908

2/27/2026
Date

Tenant:



AYMSG LLC
Annie Haiyan Yang



Brent Gorthy

2/27/2026
Date

DBA : Hanna Massage
5327 Heatherton Lane
Highlands Ranch, CO 80130

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,

AYMSG LLC

is a

Limited Liability Company

formed or registered on 05/27/2025 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 20251599053 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/26/2026 that have been posted, and by documents delivered to this office electronically through 03/01/2026 @ 21:12:03 .

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 03/01/2026 @ 21:12:03 in accordance with applicable law. This certificate is assigned Confirmation Number 18266274 .



A handwritten signature in blue ink that reads "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."



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 AYMSG LLC

The principal office street address is

2209 W Wildcat Reserve Pkwy Unit E4
Highlands Ranch CO 80129
US

The principal office mailing address is

5327 Heatherton Ln
Highlands Ranch CO 80130
US

The name of the registered agent is Annie Haiyan Yang

The registered agent's street address is

2209 W Wildcat Reserve Pkwy Unit E4
Highlands Ranch CO 80129
US

The registered agent's mailing address is

5327 Heatherton Ln
Highlands Ranch CO 80130
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

Annie Haiyan Yang
5327 Heatherton Ln
Highlands Ranch CO 80130
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

Xianqin Zeng
3001 S Jamaica Ct Ste 310
Aurora CO 80014
US

OPERATING AGREEMENT

Of AYMSG LLC

A COLORADO LIMITED LIABILITY COMPANY

This document, upon execution of all persons and entities designated as Members, and upon the execution of all persons designated as Managers, shall become the Operating Agreement of AYMSG LLC.

A. ARTICLES OF ORGANIZATION.

The Member and initial Manager of the L.L.C. hereby consent to the following terms, which have been or are to be set forth in the Articles of Organization of the L.L.C.:

1. L.L.C. Name. The Limited Liability Company (hereinafter "the LLC") shall be organized under the laws of the State of Colorado, and shall, insofar as possible, be named " AYMSG LLC ". If such name shall be or become unavailable for use for any reason, the Members shall adopt another available name.

2. Name and Address of Registered Agent. The Registered Agent shall perform all statutory duties of the office and shall promptly notify the Manager(s) upon receipt of any demands, notices, process or other documents relating to the Limited Liability Company. Until appointment by the Manager of a successor Registered Agent, and the acceptance of such duties by said successor, the name and address of the Registered Agent shall be:

Annie Haiyan Yang
5327 Heatherton Lane
Highlands Ranch, CO 80130

3. Number, Names and Addresses of Initial Managers. The initial Manager, and every successor manager and additional managers who share the duties and responsibilities of the initial manager, shall be a natural person over the age of eighteen (18) years.

- a. Until full execution of this agreement by all proposed initial Members, and their payment in full of all consideration due, there shall be One (1) initial manager, entitled "Manager", whose name and address is as follows:

Annie Haiyan Yang
5327 Heatherton Lane
Highlands Ranch, CO 80130

- b. Upon full execution of this agreement by all proposed initial Members, and their payment in full of all consideration due, the following managerial positions may be established and filled:

Chief Executive Manager
Chief Technical Manager
Chief Financial Manager
Chief Operations Manager
Chief Marketing Manager

4. Limits on Indemnification. There shall be no limits on the statutory provisions for indemnification of managers, nor shall there be limits on advances to managers for defense against actions.

5. Right of Remaining Members to Continue LLC Business. Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member, or the occurrence of any other event which may terminate the continued membership of a Member in the absence of action by the remaining Member as set forth herein ("Dissolution Event") in the Limited Liability Company, the business of the Limited Liability Company may be continued so long as there are at least one (1) remaining Member and all Members consent to the continuation of business. Each Member of the Limited Liability Company hereby grants his irrevocable power of appointment to the other Member for purposes of conveying the granting member's interest to another person or entity upon the occurrence of a Dissolution Event for value, or if the value thereof shall be indeterminable or nominal, for a nominal amount for a membership interest not to exceed one percent (1%) Profits, Interim Distribution and Liquidating Distribution interest, retroactive to the time immediately before what would otherwise be a Dissolution Event. The remaining Member of the Limited Liability Company shall call a special meeting of the Members within ninety (90) days after what would otherwise be the Dissolution Event for purposes of determining the transferee member and whether the business shall be continued; however, in the event of death of a Member as a Dissolution Event, the surviving Member shall have a period of one (1) year from the date of death to so determine a transferee Member.

B. OPERATING AGREEMENT.

The Members and initial Manager of the LLC hereby consent to the following terms, which shall form the Operating Agreement to govern the powers, limitations and operations of the LLC and its Members and Managers:

1. Manager.

- a. Residency. The Manager is not required to be a Colorado resident.
- b. Membership Required. The Manager need not be a Member of the Limited Liability Company.

Operating Agreement
AYMSG LLC, Cont'd:

- c. Qualifications. Each Manager shall be required to have business experience in the every day operation of a **massage business**, including record keeping, purchasing and personnel management. It is agreed among the initial Members that each Manager set forth in Section A.3.(b) has the requisite qualifications.
- d. Election and Term. The Manager shall be elected by a simple majority affirmative vote of the Members, with votes determined by percentage of profits interest of all members, for terms of one (1) year, and which terms shall be coincident with the calendar year, and which terms may be served consecutively by any Manager for an indefinite time without term limits.
- e. Vacancies. Vacancies in the office of Manager shall be filled at a special meeting called by the Members, by a simple majority affirmative vote of the Members, with votes determined by percentage of profits interest of all members; however, in such event, such vacancies may be filled by election of a Manager who is not a Member of the LLC.
- f. Number of Managers and Increase Thereof. Initially, there shall be one (1) Managers, with the Title "Manager". However, offices of additional managers may be created from time to time by a simple majority affirmative vote of the Members, with votes determined by percentage of profits interest of all members, with such titles, terms and duties as are set forth by the Members.
- g. Procedures for Removal of Manager. The Manager shall be removed from such office for cause at the request of the non-Manager Member. "Cause" shall include malfeasance, misfeasance, serious neglect of the duties of Manager, or acts to the grave detriment of the LLC, after notice and the opportunity to respond shall be given the Manager. A Manager may be removed without cause, at the pleasure and discretion of the Members by a simple majority affirmative vote of the Members, with votes determined by percentage of profits interest of all members.
- h. Limitations on Manager's Authority. The only limitations on the authority of Manager, whether as Manager or agent for the LLC, shall be the following, each of which shall require a simple majority affirmative vote of the Members, with votes determined by percentage of profits interest of all members:
 - Sale or encumbrance of any asset of the LLC comprising a substantial portion of the income generating ability of the LLC, including, without limitation, real property held by the LLC, inventory, or goodwill of the LLC.
- i. Duties, Responsibilities and Efforts of Manager. Manager shall be responsible for the day-to-day operations of the business of the LLC, including hiring and firing of employees and professionals such as lawyers and accountants, and advice to the Members of the LLC, in order to maintain reasonable profitability of the LLC. The Manager shall provide such time and efforts reasonably required to fulfil such duties and responsibilities, but not to the exclusion of other business commitments now or in the

Operating Agreement
AYMSG LLC, Cont'd:

future required of Manager.

- j. Manager's Dealings with the LLC. Manager on his or her own behalf shall be permitted to enter into any transaction with the LLC, provided that such transaction is an "arms' length transaction".
- k. Manager's Compensation. Managers and assistant managers shall be paid \$2,000 per month of compensation. However, all managers duties and performance shall be regularly reviewed, and all managers shall thereupon be compensated in an amount, and with certain advances, expenses and perquisites, as are reasonably commensurate with his or her abilities, responsibilities and duties, and the performance thereof, in consultation with the accountant for the LLC, for services rendered and expected to be rendered, at any time prior to the end of each calendar year or as reasonably soon thereafter as possible. Compensation of subsequent or non-Member Managers of the LLC shall be established in advance of election of such Manager and annually thereafter, in an amount, and with certain advances, expenses and perquisites, as are reasonably commensurate with his or her abilities, responsibilities and duties, and the performance thereof, in consultation with the accountant for the LLC, for services expected to be rendered, upon approval of the amounts thereof by a simple majority affirmative vote of the Members, with votes determined by percentage of profits interest of all members as set forth herein.

2. Members.

a. Names and Addresses of All Members:

- Annie Haiyan Yang
5327 Heatherton Lane
Highlands Ranch, CO 80130
- Brent Gorthy
5327 Heatherton Lane
Highlands Ranch, CO 80130

b. Initial Capital Requirements of All Members:

- | | |
|------------------------|---------|
| (1) Annie Haiyan Yang: | \$1,500 |
| (2) Brent Gorthy: | \$1,500 |

- c. Withdrawal & return of capital. Any member can withdraw at any time for any reason; however, the value of contributions of a member who has withdrawn voluntarily (i.e., insolvency, bankruptcy, or by choice) will be repaid as soon as is reasonably possible, as adjusted for unpaid contributions, and for any additional contributions as are assessed in the discretion of the remaining Members if a decision is made to continue the business of the LLC.

Operating Agreement
AYMSG LLC, Cont'd:

- d. Profit and Loss Allocations and Distribution Percentages. Any and all profits and losses, interim distributions and liquidating distributions shall be allocated and distributed as follows:

- | | |
|------------------------|-----|
| (1) Annie Haiyan Yang: | 50% |
| (2) Brent Gorthy: | 50% |

Voting Interests. Voting interests shall be equal to the profits interest of the members.

- e. General Voting Requirements. A majority of the total outstanding voting interest (that is, a greater than 50% affirmative vote of the total voting interest in the LLC) shall be required to act on any matter unless the matter is subject to special voting requirements set forth in Sections B.2.g. and B.2.h. hereof. The general voting requirement shall apply to the following matters, listed only by way of example and not to the necessary exclusion of other matters:

- (1) Incurring debt greater than \$2,500 for expenditures other than inventory [inventory expenditures and all expenditures less than \$2,500 shall be in the discretion of appropriate officers with authority to act within the scope of their duties].
 - (2) Lease commitments (whether real or personal property) for longer than 12 months.
 - (3) Grant of any security interest in the assets of the LLC.
 - (4) Salary decisions.
 - (5) Distributions of working capital or profits.
 - (6) New advertising campaigns.
 - (7) Contractual obligations for outside advice.
 - (8) New hires.
- f. Special Unanimous Voting Requirements. The following matters shall require an affirmative unanimous vote of the Members, with votes determined by percentage of profits interest of all members:
- (1) Any proposal to divest the LLC of any substantial part of its business or business assets;
 - (2) Any proposal to reorganize the LLC, assign a substantial portion of its assets to the benefit of creditors, or seek any receivership or bankruptcy protection.
 - (3) Any proposal to sell any additional membership interest without first offering such interest to existing members proportional to their existing ownership, with not less than 60 days notice and opportunity to purchase same [however, any such proposed sale with said notice and opportunity shall only be subject to a majority vote, as set forth in Section B.2.f.]

- (4) Any proposal to relocate from the existing location at **8796 S Colorado Blvd Unit C, Highlands Ranch, CO 80126**, or to obtain any location in addition to the existing location.
- g. Deadlock Provisions.
- (1) Any proposal requiring a majority vote pursuant to Section B.2.f., but which only obtains a 50% vote of the total voting interest of the LLC, shall be considered a deadlocked vote, subject to a demand for mediation/arbitration as set forth in Section B.2.h.(3) hereof by the proponent(s) thereof, with the company to pay costs of mediation/arbitration.
- (2) Any proposal requiring a unanimous vote pursuant to Section B.2.g., but which only obtains not less than a 75% vote of the total voting interest of the LLC, shall be considered a deadlocked vote, subject to a demand for mediation/arbitration as set forth in Section B.2.h.(3) hereof by the proponent(s) thereof, with the proponent(s) thereof to pay costs of mediation/arbitration in the event the proposal fails, and with the company to pay costs of mediation/arbitration in the event the proposal is upheld.
- (3) In the event the Members cannot agree on substantial corporate decisions, any proponent thereof may call for Mediation by the LLC's attorney and/or accountant, in which non-binding advice and counsel shall be given and considered (and to which advice and counsel the parties agree shall not be subject to a claim of bias or conflict of interest). If the matter shall not be so resolved, and in the event the Members are so divided respecting the management of the LLC's affairs that the votes required for action by the Board cannot be obtained for a continuous period of thirty (30) days, any proponent may cause the matter to be submitted to binding arbitration before one (1) arbitrator, selected by the opponents of the matter proposed, and heard and decided pursuant to the rules of the American Arbitration Association; or the matter may be submitted to any other alternative dispute resolution mechanism agreed to in advance by the requisite vote necessary to decide the proposal.
- h. Restrictions on Transfer of Membership Interests. Any transfer of a membership interest of any Member may be transferred only upon a simple majority affirmative vote of the Members, with votes determined by percentage of profits interest of all members other than the proposed transferor. In addition:
- (1) The LLC and/or the remaining Member may acquire a Member's interest offered for sale to a third party by offering to match the bona fide offer of the third party within 60 days of said offer, and by complying with the terms and conditions as offered therein, if there be any, within 90 days of said offer.
- (2) Any transfer to any third party without the affirmative vote as set forth above shall

Operating Agreement
AYMSG LLC, Cont'd:

be considered an assignment of only those "economic interests" the Member could obtain by unilateral withdrawal, as set forth in Paragraph B.2.d. hereof; and, in addition, the transferee will acquire no voting rights, powers, or interest thereby. The transferee will not be accorded rights to a distributive share of profits, or to interim distributions, but rather only the right to repayment of capital contributions as set forth above.

3. Banking Authorization The LLC shall be authorized to maintain a deposit and checking account with _____ Bank of the Wells Fargo Bank, Highlands Ranch, CO. Such bank is hereby authorized to honor the single signature of any of the following: **Annie Haiyan Yang and Brent Gorthy**. The form of corporate resolution establishing such deposit and checking account required by such bank, is hereby approved and by this reference is incorporated herein as if fully set forth.

4. Annual Meetings. The annual meeting of the Members shall be held on:

Second Wednesday of May

and on such day and month in each year following the year of organization, at the hour of 12:00 Noon, or at such other time on such other day as shall be fixed by the Members for the purpose of electing a Manager and for the transaction of such other business as may come before the meeting, at the registered office of the LLC. If the day fixed for the annual meeting shall be a legal holiday in the State of Colorado, such meeting shall be held on the next succeeding business day. If the election of Members shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting as soon thereafter as may be convenient. Special meetings may be called by any Member for any purpose. Any meeting, whether regular or special, may be postponed, canceled or called by consent of all Members.

5. Fiscal Matters.

a. Accounting Period. The accounting period for the LLC shall be the calendar year.

b. Method of Accounting. The LLC shall maintain its books and records and file its tax returns based on the cash method of accounting.

c. Required Reports. The Chief Financial Manager shall cause to be prepared and distribute to the Members monthly Profit and Loss Statements, and such other financial statements, balance sheets and annual reports as deemed necessary from time to time in the discretion of the Manager.

d. Tax Elections. Any and all additional tax elections shall be in the discretion of the Manager, made in consultation with the LLC's accountant.

6. Additional Matters.

Operating Agreement
AYMSG LLC, Cont'd:

- a. Execution of Documents. The Manager and all Members agree to execute any and all documents necessary to carry out the terms of this operating agreement.
- b. Legal Advice. The Manager and all Members acknowledge that each has obtained, or has been given the opportunity to obtain, legal counsel of their own selection regarding this operating agreement.
- c. Benefit. This operating agreement shall be binding upon, and inure to the benefit of, the Manager and all Members and their respective successors, heirs and assigns.
- d. Choice of Law. This operating agreement, interpretation of its powers, restrictions, terms, and conditions, and performance hereunder, and all suits and proceeding hereunder, shall be interpreted, brought and applied in accordance with and pursuant to the laws of the State of Colorado.
- e. Severability. In the event of the invalidity of any agreement, power, restriction, term, condition or covenant herein, the validity and effectiveness of any remaining provisions shall not be affected thereby.
- f. Entire Agreement. This operating agreement supersedes all prior discussions and agreements between or among the Manager and any Member, with respect to the subject matter of this operating agreement, and this operating agreement constitutes the sole and entire agreement with respect hereto. Any representation, inducement, promise or agreement, whether oral or written, between or among the Manager and any Member that is not embodied herein shall be of no force or effect. Furthermore, any modification or amendment of this operating agreement in the future shall be made only by a writing executed by the Manager and Member thereto.

Dated this 27th day of May, 2025.

INITIAL MANAGER:

Annie Haiyan Yang
Annie Haiyan Yang

MEMBER:

Annie Haiyan Yang
Annie Haiyan Yang

Brent Gorthy
Brent Gorthy

Narrative – Hana Massage

The business will provide massage therapy in a comfortable and peaceful environment in order to enhance overall wellness for customers. The goal of the massage therapy is to promote relaxation, and manage pain and stress where possible. The business intends to treat each customer with respect and maintain a positive attitude. There will be up to four rooms with massage tables, which will allow the therapists to provide single or couple massages to customers, as is common in the industry. A restroom and waiting area will also be available. The location has approximately 1000 sq ft of space inside.

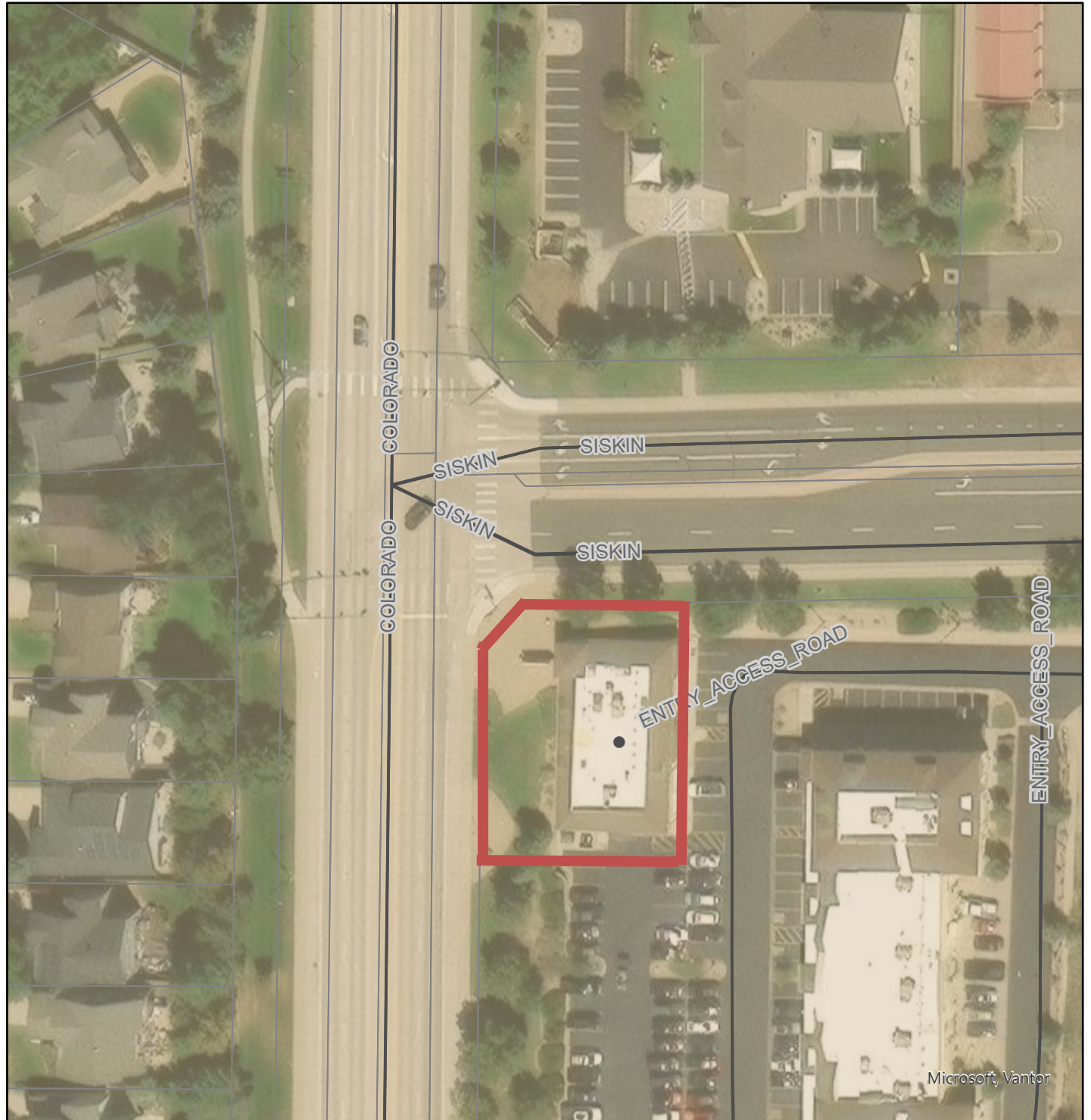
Project Site Map

MI2026-006
Hana Massage



LEGEND

- Roads
- Major Roads
- Parcels - PARCELS
- PD - PLANNED DEVELOPMENT



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