



**LIQUOR AUTHORITY**  
**TUESDAY, JULY 7, 2026**  
**AGENDA**  
**REGULAR MEETING**

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Tuesday, July 7, 2026

1:30 PM

Hearing Room

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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 April 7, 2026.

**Attachments:**    [Minutes Liquor Authority 04.07.2026](#)

**3. Regular Agenda**

- a. Woodhouse Spa - Castle Pines, Beer and Wine Liquor License - Project File: LL2026-041.  
Scott Weeks, Senior Planner — *Department of Community Development*

**Attachments:**    [Cover Page](#)  
                              [Staff Report - LL2026-041](#)

- b. The Magic Manor - Entertainment Facility Liquor License - Project File: LL2026-040.  
Scott Weeks, Senior Planner — *Department of Community Development*

**Attachments:**    [Cover Page](#)  
                              [Staff Report - LL2026-040](#)

**4. Adjournment**

[www.douglas.co.us](http://www.douglas.co.us)

**MEETING DATE:** July 7, 2026

**DESCRIPTION:** Approval of Minutes from April 7, 2026.

**ATTACHMENTS:**

Minutes Liquor Authority 04.07.2026



**LIQUOR AUTHORITY**  
**TUESDAY, APRIL 7, 2026**  
**MINUTES**

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**Tuesday, April 7, 2026**

**1:30 PM**

**Hearing Room**

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**1:30 PM**

Rollcall

**PRESENT**      Commissioner Abe Laydon  
                         Commissioner Kevin Van Winkle  
**EXCUSED**      Vice Chair George Teal

**1. Call to Order**

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Valerie Brewster, County Attorney's Office, said that her office has reviewed today's Items, and have found them to be in compliance with the liquor code.

c. Commissioners' Disclosure for Items on This Agenda

**2. Consent Agenda**

This is Motion No. 026-055

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

**RESULT:**      ADOPTED THE CONSENT AGENDA

**MOVER:**        Abe Laydon

**SECONDER:**    Kevin Van Winkle

**AYES:**          Laydon, Van Winkle

**EXCUSED:**      Teal

a. Approval of Minutes from December 8, 2025.

Commissioner Laydon moved that the Board Approve Item "a" of the Consent Agenda.

**3. Regular Agenda**

a. Country Club at Castle Pines Inc., Hotel and Restaurant Liquor License with Optional Premises - Project File LL2026-012.

Scott Weeks, Department of Community Development, addressed the Board to present on this Item.

Commissioner Laydon asked a clarifying question.

Mr. Weeks addressed the Board to answer the Commissioner's question.

Commissioner Van Winkle asked all those testifying today to stand and raise their right hand. She 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."

Cory Tipton, applicant representative, addressed the Board to present on this Item and ask witnesses questions.

Crystal Gray, Castle Pines Country Club, addressed the Board to answer Ms. Tipton's questions.

William McNally, Castle Pines Country Club, addressed the Board to answer Ms. Tipton's questions.

Commissioner Laydon asked clarifying questions.

Mr. McNally addressed the Board to help answer the Commissioner's questions.

Commissioner Van Winkle commented on this Item and asked a clarifying question.

Mr. McNally addressed the Board to help answer the Commissioner's question.

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

Commissioner Van Winkle asked if the applicant agreed to the conditions presented.

The applicant agreed to the conditions as presented.

Commissioner Laydon commented on this Item.

This is Motion No. 026-056

Commissioner Laydon moved that the Board approve Country Club at Castle Pines Inc., Hotel and Restaurant Liquor License with Optional Premises, because it does meet all of the approval criteria with 2 Conditions as Presented - Project File LL2026-012.

**RESULT:** ADOPTED

**MOVER:** Abe Laydon

**SECONDER:** Kevin Van Winkle

**AYES:** Laydon, Van Winkle

**EXCUSED:** Teal

#### 4. Adjournment

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**MEETING DATE:** July 7, 2026

**STAFF PERSON RESPONSIBLE:** Scott Weeks, Senior Planner

**DESCRIPTION:** Woodhouse Spa - Castle Pines, Beer and Wine Liquor License - Project File: LL2026-041.

**SUMMARY:** The request is for approval of a Beer and Wine liquor license for SSLPSpa LLC, dba Woodhouse Spa - Castle Pines.

**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 conditions should 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.
2. Prior to issuance of the license, staff will conduct an inspection of the premises.

**REVIEW:**

Kati Carter	Escalated	6/25/2026
Steven E Koster	Approve	6/25/2026
Jeff Garcia	Approve	6/26/2026
Doug DeBord	Approve	7/1/2026
Samantha Hutchison - FYI	Notified - FYI	7/1/2026

**ATTACHMENTS:**

Cover Page  
Staff Report - LL2026-041

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www.douglas.co.us

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Doug DeBord	Approve	7/1/2026

**ATTACHMENTS:**

Staff Report - LL2026-041

## Liquor License Staff Report

**Date:** June 25, 2026  
**To:** Douglas County Liquor Licensing Authority  
**Through:** Douglas J. DeBord, County Manager  
**From:** Kati Carter, AICP, Director of Community Development *SK for KCC*  
**CC:** Scott Weeks, Senior Planner  
Shanna Austin, Public Outreach and Assistance Manager  
Steve Koster, AICP, Deputy Director of Community Development  
**Subject:** **Woodhouse Spa – Castle Pines, Beer and Wine Liquor License**  
**Project File:** **LL2026-041**

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**Local Liquor Licensing Authority Hearing:**

**July 7, 2026 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

The request is for approval of a Beer and Wine liquor license for SSLPSpa LLC, dba Woodhouse Spa – Castle Pines.

### **II. APPLICATION INFORMATION**

#### **A. Applicant**

SSLPSpa LLC  
880 West Happy Canyon Road #130  
Castle Rock, CO 80108

#### **B. Applicant's Representative**

AJ Hankins  
Dill Dill Carr Stonbraker & Hutchings, P.C.  
455 Sherman Street, Suite 300  
Denver, Colorado 80203

#### **C. Request**

An application for a Beer and Wine liquor license was submitted on May 14, 2026. This type of 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.

#### **D. Location**

The site is located at 880 West Happy Canyon Road #130, Castle Rock, Colorado, in the Castle Pines Village Planned Development (PD).

### III. CONTEXT

Development of the site was originally approved under file number 1985-052 and most recently revised under SP2019-151. Spa facilities are allowed as part of the approvals. The business hours of alcohol sales will be 9 a.m. to 6 p.m. on Mondays, Tuesdays, Wednesdays, and Saturdays; 9 a.m. to 7 p.m. Thursdays and Fridays; and 11 a.m. to 6 p.m. Sundays. There are 9 full-time and 38 part-time employees. The premises will be closely monitored by the manager on duty with visual checks, use of scanning tools and applications for ID verification, and TIPS alcohol training which will be completed by all employees.

### IV. 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.

### V. STAFF ANALYSIS

A beer and wine liquor license may be approved upon the finding by the Liquor License Authority that the following standards have been met:

**44-3-311(1): Notice was posted and published.**

*Staff Comment: Notice was posted on June 20, 2026 and published on June 26, 2026.*

**44-3-413(III)(d)(I): 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.*

**44-3-301(2)(a): 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 June 18, 2026, 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 98% in support of the license.*

**44-3-307(3)(a): The licensee is of good moral character.**

*Staff Comment: Background investigations are complete and show no relevant criminal history.*

**44-3-301(F)(b): The licensee has legal possession of the premises.**

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

**ZR2018-012: 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.*

**VI. 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 conditions should 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.
2. Prior to issuance of the license, staff will conduct an inspection of the premises.

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## Colorado Liquor Retail License Application

\* **Note that the Division will not accept cash**  Paid by Check **Date Uploaded to MoveIt**   
 Paid Online

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 and Beer Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Spouse or Partner in a Civil Union)

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

SSLPSpa LLC

FEIN Number

275172623

State Sales Tax Number

04292961-004-SLS

Trade Name of Establishment (DBA)

Woodhouse Spa - Castle Pines

Business Telephone

720-895-8488

Address of Premises (specify exact location of premises, include suite/unit numbers)

880 West Happy Canyon Road #130

City	County	State	ZIP Code
Castle Rock	Douglas	CO	80108

Mailing Address (Number and Street)

Same as above.

City or Town	State	ZIP Code

Email Address

desiree@castlepines.woodhousespas.com ; licensing@dillanddill.com

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

Present Trade Name of Establishment (DBA)

N/A

Present State License Number

Present Class of License

Present Expiration Date

**Section A Nonrefundable application fees\***

<input type="checkbox"/>	Application Fee for New License.....	\$1,100.00
<input checked="" type="checkbox"/>	Application Fee for New License with Concurrent Review.....	\$1,200.00
<input type="checkbox"/>	Application Fee for Transfer.....	\$1,100.00

**Section B Liquor License Fees\***

<input type="checkbox"/>	Add Optional Premises to H & R.....	\$100.00 X	<input type="text"/>	Total	<input type="text"/>
<input type="checkbox"/>	Add Sidewalk Service Area.....	\$75.00			
<input type="checkbox"/>	Arts License (City).....	\$308.75			
<input type="checkbox"/>	Arts License (County).....	\$308.75			
<input checked="" type="checkbox"/>	Beer and Wine License (City).....	\$351.25			
<input type="checkbox"/>	Beer and Wine License (County).....	\$436.25			
<input type="checkbox"/>	Brew Pub License (City).....	\$750.00			
<input type="checkbox"/>	Brew Pub License (County).....	\$750.00			
<input type="checkbox"/>	Campus Liquor Complex (City).....	\$500.00			
<input type="checkbox"/>	Campus Liquor Complex (County).....	\$500.00			
<input type="checkbox"/>	Campus Liquor Complex (State).....	\$500.00			
<input type="checkbox"/>	Club License (City).....	\$308.75			
<input type="checkbox"/>	Club License (County).....	\$308.75			
<input type="checkbox"/>	Distillery Pub License (City).....	\$750.00			
<input type="checkbox"/>	Distillery Pub License (County).....	\$750.00			
<input type="checkbox"/>	Entertainment Facility License (City).....	\$500.00			
<input type="checkbox"/>	Entertainment Facility License (County).....	\$500.00			
<input type="checkbox"/>	Hotel and Restaurant License (City).....	\$500.00			
<input type="checkbox"/>	Hotel and Restaurant License (County).....	\$500.00			
<input type="checkbox"/>	Hotel and Restaurant License with one optional premises (City).....	\$600.00			
<input type="checkbox"/>	Hotel and Restaurant License with one optional premises (County).....	\$600.00			
<input type="checkbox"/>	Liquor-Licensed Drugstore (City).....	\$227.50			
<input type="checkbox"/>	Liquor-Licensed Drugstore (County).....	\$312.50			
<input type="checkbox"/>	Lodging Facility License (City).....	\$500.00			
<input type="checkbox"/>	Lodging Facility License (County).....	\$500.00			

**Section B Liquor License Fees\* (Continued)**

<input type="checkbox"/> Manager Registration - H & R.....	..\$30.00
<input type="checkbox"/> Manager Registration - Tavern.....	..\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....	..\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....	..\$30.00
<input type="checkbox"/> Optional Premises License (City).....	..\$500.00
<input type="checkbox"/> Optional Premises License (County).....	..\$500.00
<input type="checkbox"/> Racetrack License (City).....	..\$500.00
<input type="checkbox"/> Racetrack License (County).....	..\$500.00
<input type="checkbox"/> Resort Complex License (City).....	..\$500.00
<input type="checkbox"/> Resort Complex License (County).....	..\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....	..\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....	..\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....	..\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City).....	..\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....	..\$500.00
<input type="checkbox"/> Retail Liquor Store License - Additional (City).....	..\$227.50
<input type="checkbox"/> Retail Liquor Store License - Additional (County).....	..\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....	..\$227.50
<input type="checkbox"/> Retail Liquor Store (County).....	..\$312.50
<input type="checkbox"/> Tavern License (City).....	..\$500.00
<input type="checkbox"/> Tavern License (County).....	..\$500.00
<input type="checkbox"/> Vintners Restaurant License (City).....	..\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....	..\$750.00

Questions? Visit: [SBG.Colorado.gov/Liquor](http://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](http://SBG.Colorado.gov/Liquor) for more information

**Items submitted, please check all appropriate boxes completed or documents submitted**

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## I. Applicant information

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

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

## III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

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

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State  
**Do not complete fingerprint cards prior to submitting your application.**  
The Vendors are as follows:  
**IdentoGO**  
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>  
Phone: 844-539-5539 (toll-free)  
IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>  
State Liquor Code for IdentoGO: 25YQHT  
**Colorado Fingerprinting**  
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>  
Phone: 720-292-2722 833-224-2227 (toll free)  
State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

#### V. Sole proprietor/Spouse or partners in a civil union (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

#### VI. Corporate applicant information (if applicable)

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

#### VII. Partnership applicant information (if applicable)

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

#### VIII. 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)

#### IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- \$30.00 fee
- If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?.....  Yes  No
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):
- a. Been denied an alcohol beverage license?.....  Yes  No
  - b. Had an alcohol beverage license suspended or revoked?.....  Yes  No
  - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?.....  Yes  No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. 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?.....  Yes  No

If "yes", explain in detail.

4. 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?.....  Yes  No

or

Waiver by local ordinance?  Yes  No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No **N/A**

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No **N/A**

For additional Retail Liquor Store only. **N/A**

a. Was your Retail Liquor Store License issued on or before January 1, 2016?...  Yes  No

b. Are you a Colorado resident?.....  Yes  No

7. 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.....  Yes  No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership, lease or other arrangement?**.....  Yes  No

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
TKG Management Inc.	SSLPSpa LLC	12/31/2030

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9.....  Yes  No

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".

9. 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	
N/A			
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	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.**

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?.....  Yes  No **N/A**

Number of additional Optional Premise areas requested. (See license fee chart)

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.

11. 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 L L D S premise?.....  Yes  No **N/A**

**If "yes" a copy of license must be attached.**

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?.....  Yes  No **N/A**

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?.....  Yes  No **N/A**

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?.....  Yes  No **N/A**

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached).....  Yes  No **N/A**

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?.....  Yes  No **N/A**

b. Is the applicant a person who contracts with the institution of higher education to provide food services?.....  Yes  No **N/A**

**If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. 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

Name

Type of License

Account Number

**17. Related Facility - Campus Liquor Complex applicants answer the following:**

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?.....**  Yes  No **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

**18. Entertainment Facility License**

- If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:.....**  Yes  No **N/A**

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

- If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:.....**  Yes  No **N/A**

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

**19. Tax Information.**

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....**  Yes  No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....**  Yes  No

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	Date of Birth (MM/DD/YY)
Amber Long	10/29/73

Street Address

8128 South Dudley Street

City	State	ZIP Code	Position	% Owned
Littleton	CO	80128	Owner	50%

Name	Date of Birth (MM/DD/YY)
Desiree Moore	08/05/69

Street Address

3868 Sagebrush Avenue

City	State	ZIP Code	Position	% Owned
Parker	CO	80138	Owner	50%

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

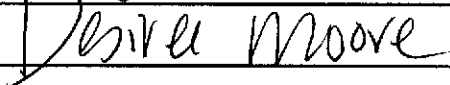
- \*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.
- \*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
- \*\* If total ownership percentage disclosed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

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.

I would like to apply for a Two-Year Renewal.....  Yes  No

**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 and Wine Code which affect my license.

Printed Name Desiree Moore	Title Owner
Authorized Signature 	Date (MM/DD/YY) 5/12/26

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

May 18, 2026	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) July 7, 2026
--------------	---

For Transfer Applications Only - Is the license being transferred valid?.....  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
- Will conduct inspection upon approval of state licensing authority
- Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?.....  Yes  No
- Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?.....  Yes  No

**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.

- 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?.....  Yes  No

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.**

## Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit .....  Yes  No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit



\*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

\*\*If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal.....  Yes  No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

Town, City



County

Printed Name

Title



Signature

Date (MM/DD/YY)



Printed Name

Title



Signature

Date (MM/DD/YY)

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

I, Desiree Moore

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

“Waiver”) on behalf of

(the “Applicant/Licensee”)

SSLPSpa LLC

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)

SSLPSpa LLC

Social Security Number/Tax Identification Number

275172623

Home Phone Number

Business/Work Phone Number

720-895-8488

Street Address

880 West Happy Canyon Road #130

City

Castle Rock

State

CO

ZIP Code

80108

Printed name of person signing on behalf of the Applicant/Licensee

Desiree Moore

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

*Desiree Moore*

Date Signed

5/12/26

**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, Lodging Facility, and Entertainment Facility 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)

Name of Business

SSLPSpa LLC
-------------

Home Phone Number

--

Cellular Number

720-810-5030
--------------

Your Full Name (last, first, middle)

Moore, Desiree
----------------

List any other names you have used

Desiree Ray, Desiree Calhoun
------------------------------

Mailing address (if different from residence)

--

Email Address

desiree@woodhousespas.com
---------------------------

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

3868 Sagebrush Avenue
-----------------------

From:

May 2016
----------

Previous Street and Number

--

From:

--

Current City, State, ZIP

Parker, CO 80138
------------------

To:

Present
---------

Previous City, State, ZIP

--

To:

--

**Individual History Record (Continued)**

**2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)**

Name of Employer or Business

SSLPSpa LLC

Address (Street, Number, City, State, ZIP)

880 West Happy Canyon Road #130, Castle Rock, CO 80108

Position Held

Owner

From:

March 2011

To:

Present

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

**3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.**

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

## Individual History Record (Continued)

Name of Relative N/A	Relationship to You:
Position Held	Name of Licensee
Name of Relative	Relationship to You:
Position Held	Name of Licensee

4. 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? .....  Yes  No

(If yes, answer in detail.)

CSprings Spa LLC d/b/a (Woodhouse Spa - Colorado Springs) 1885 Briargate Pkwy #515, Colorado Springs, CO 80920 - 11/18/2024 to present.  
 Bella Vita LLC d/b/a Woodhouse Day Spa - Durango (15% ownership) 9/2020 to 10/2022

5. 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?.....  Yes  No

(If yes, answer in detail.)

6. 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?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?...  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth 08/05/1969	Social Security Number [REDACTED]	Place of Birth Dallas, TX		
U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]		
Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]		
If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]			
Height 5'4"	Weight 140	Hair Color Brown	Eye Color Hazel	Gender Female

Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Driver's License Number [REDACTED]	Driver's License State CO
---------------------------------------	------------------------------

**Financial Information**

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... ~\$7,950 for Liquor Licensing

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... \$0

**NOTE: If corporate investment only, please skip to and complete question 12**  
**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment	Account Type
N/A	
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount

**12. Provide details of the corporate investment described in question 9. 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
Cash - Corporate Funds	N/A	Checking
Bank Name	Amount	
Chase	~\$7,950 for Liquor Licensing	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
N/A	
Term	Security
	Amount

**Personal and Financial Information (Continued)**

Name of Lender

Address

N/A

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

**Oath of Applicant**

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

Electronic signature is not accepted, physical signature is required.

*Desiree Moore*

Print Signature

Desiree Moore

Title

Owner

Date (MM/DD/YY)

5/12/26

## 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, Lodging Facility, and Entertainment Facility 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)

Name of Business

SSLPSpa LLC
-------------

Home Phone Number

--

Cellular Number

720-933-8273
--------------

Your Full Name (last, first, middle)

Long, Amber, Shay
-------------------

List any other names you have used

Amber Erichsen
----------------

Mailing address (if different from residence)

--

Email Address

sslpspa@yahoo.com
-------------------

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

8128 South Dudley Street
--------------------------

From:

May 2004
----------

Previous Street and Number

--

From:

--

Current City, State, ZIP

Littleton, CO 80128
---------------------

To:

Present
---------

Previous City, State, ZIP

--

To:

--

**Individual History Record (Continued)**

**2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)**

Name of Employer or Business

SSLPSpa LLC

Address (Street, Number, City, State, ZIP)

880 West Happy Canyon Road #130, Castle Rock, CO 80108

Position Held

Owner

From:

March 2011

To:

Present

Name of Employer or Business

Forefront Dermatology

Address (Street, Number, City, State, ZIP)

3701 South Clarkson Street, Suite 400, Englewood, CO 80113

Position Held

PA

From:

June 2001

To:

Present

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

**3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.**

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

**Individual History Record (Continued)**

Name of Relative	Relationship to You:
N/A	
Position Held	Name of Licensee
Name of Relative	Relationship to You:
Position Held	Name of Licensee

4. 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? .....  Yes  No

(If yes, answer in detail.)

CSprings Spa LLC d/b/a Woodhouse Spa - Colorado Springs  
1885 Briargate Pkwy #515, Colorado Springs, CO 80920  
11/18/2024 to present.

5. 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?.....  Yes  No

(If yes, answer in detail.)

6. 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?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?...  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth		Social Security Number		Place of Birth	
10/29/1973		[REDACTED]		Sioux Falls, SD	
U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No		If Naturalized, state where		When	
Name of District Court		Naturalization Certificate Number		Date of Certification	
If an Alien, Give Alien's Registration Card Number			Permanent Residence Card Number		
Height	Weight	Hair Color	Eye Color	Gender	
5'8"	135	Blonde	Brown	Female	

Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Driver's License Number	Driver's License State
[REDACTED]	CO

**Financial Information**

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... ~\$7,950 for Liquor Licensing

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... \$0

**NOTE: If corporate investment only, please skip to and complete question 12**

**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment	Account Type
N/A	
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount

**12. Provide details of the corporate investment described in question 9. 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
Cash - Corporate Funds	N/A	Checking
Bank Name	Amount	
Chase	~\$7,950 for Liquor Licensing	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
N/A	
Term	Security
	Amount


**Personal and Financial Information (Continued)**

<b>Name of Lender</b>		<b>Address</b>
N/A		
<b>Term</b>	<b>Security</b>	<b>Amount</b>
<b>Name of Lender</b>		<b>Address</b>
<b>Term</b>	<b>Security</b>	<b>Amount</b>
<b>Name of Lender</b>		<b>Address</b>
<b>Term</b>	<b>Security</b>	<b>Amount</b>

**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.

Electronic signature is not accepted, physical signature is required.

	
<b>Print Signature</b>	
Amber Long	
<b>Title</b>	<b>Date (MM/DD/YY)</b>
Owner	05/12/26

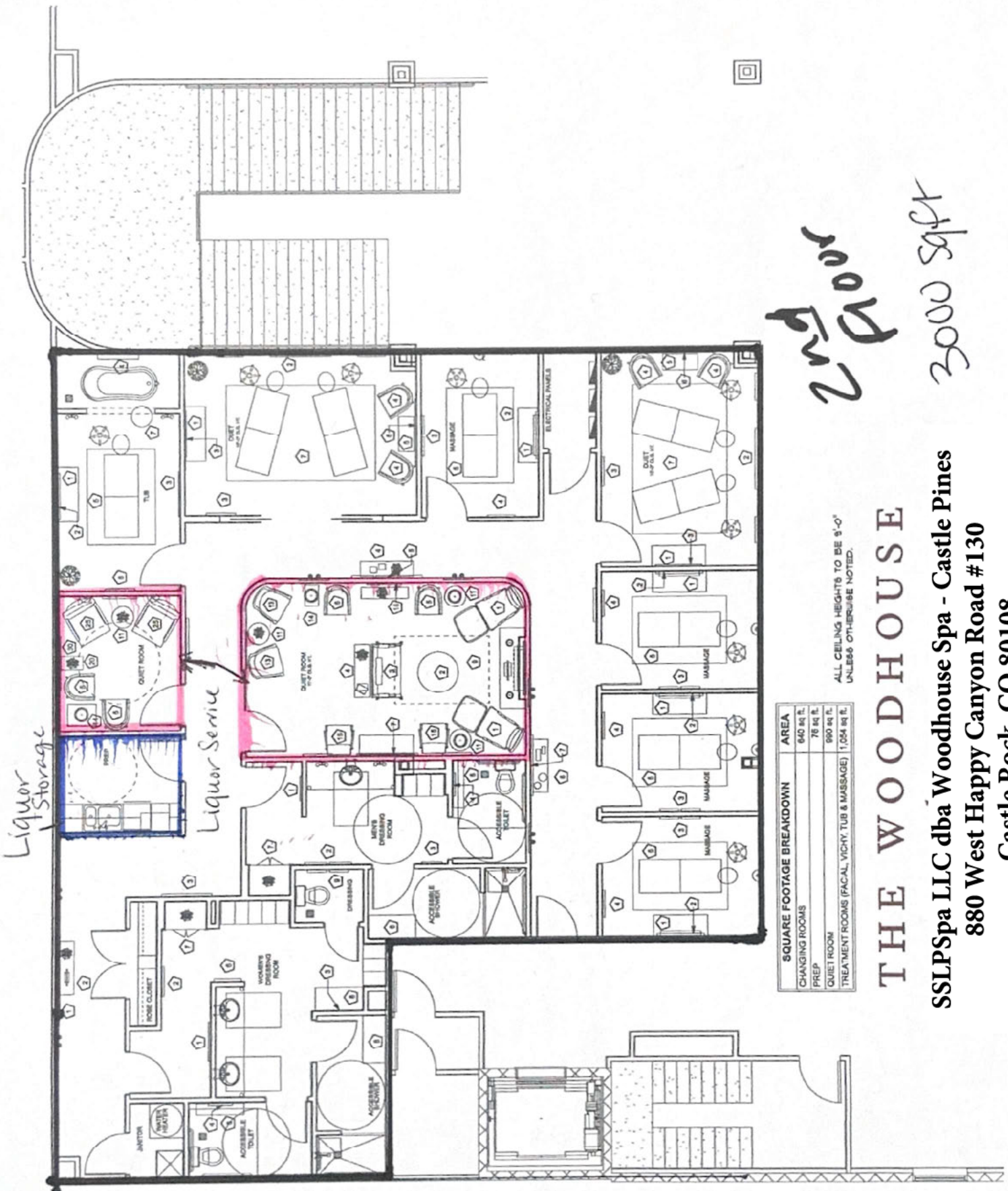
# Woodhouse Castle Pines

3600 Sqft

1st Floor



SSLPSpa LLC dba Woodhouse Spa - Castle Pines  
880 West Happy Canyon Road #130  
Castle Rock, CO 80108



2nd floor  
3000 sqft

SQUARE FOOTAGE BREAKDOWN	AREA
CHANGING ROOMS	840 sq. ft.
PREP	78 sq. ft.
QUIET ROOM	890 sq. ft.
TREATMENT ROOMS (FACIAL, VICHY, TUB & MASSAGE)	1,054 sq. ft.

ALL CEILING HEIGHTS TO BE 8'-0" UNLESS OTHERWISE NOTED.

# THE WOODHOUSE

SSLPSpa LLC dba Woodhouse Spa - Castle Pines  
880 West Happy Canyon Road #130  
Castle Rock, CO 80108

THE VILLAGE AT CASTLE PINES  
Douglas County, Colorado

SHOPPING CENTER LEASE

TENANT:

SSLP SPA, LLC

Landlord's Initials RS

Tenant's Initials SLM

## SHOPPING CENTER LEASE

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Landlord's Initials   
 Tenant's Initials 

THIS SHOPPING CENTER LEASE ("Lease") dated the 3<sup>rd</sup> day of August, 2011 is by and between Village at Castle Pines Colorado LLC, a Delaware limited liability company ("Landlord") and SSLP Spa, LLC, a Colorado limited liability company ("Tenant").

## 1. DEFINITIONS

Unless otherwise indicated, capitalized terms used in this Lease shall have the meanings set forth below.

(a) "Additional Rent" shall mean all charges payable by Tenant under this Lease other than Minimum Rent (including but not limited to Tenant's share of CAM Costs, Taxes and Insurance Costs).

(b) "Building" shall mean the building in which the Premises is located.

(c) "Common Areas" shall mean all areas of the Shopping Center which are presently available (or made available in the future by Landlord) for the common use of Tenant and other tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including but not limited to parking areas, driveways, sidewalks, loading areas, access roads, landscaping and planted areas, and signs. Tenant acknowledges and agrees from time to time the size, location, nature and use of any of the Common Areas may be changed, the Common Areas may be converted to leaseable areas, buildings may be relocated or additional buildings may be constructed in the Common Areas, additional parking facilities (including parking structures) may be constructed in the Common Areas, and the Common Areas land and/or facilities may be increased, decreased or modified, so long as such activities and changes do not materially impair Tenant's use of the Premises.

(d) "CAM Costs" shall mean all direct and indirect costs incurred to insure, operate, maintain, repair and replace any and/or all elements of the Common Areas (including but not limited to fees for supervision and administration). CAM Costs may also include, without limitation, costs and expenses for the following: gardening and landscaping; utilities, water and storm sewer charges; maintenance of signs (other than tenant signs); fire alarm monitoring service; premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all property taxes, impact fees, charges and assessments of every kind and nature levied on or attributable to the Common Areas and Common Area improvements; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; repairing, resurfacing, painting, lighting, cleaning, refuse removal, security and similar items; and appropriate reserves for such items. CAM Costs shall also include any parking charges, utilities surcharges, or other costs levied, assessed or imposed on the Shopping Center by or at the direction of any governmental authority in connection with the use or occupancy of the Shopping Center or the parking facilities included in the Common Areas, or pursuant to any covenants,

conditions or restrictions to which the Property is subject.

(e) "Effective Date" shall mean the date set forth in the initial paragraph of this Lease.

(f) "Hazardous Material" shall mean any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department Transportation Hazardous Material Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including but not limited to any material, waste or substance which is (i) a petroleum product, crude oil or any fraction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).

(g) "Landlord's Work" shall mean those items which are the responsibility of Landlord as set forth under heading I on Exhibit "B" attached hereto.

(h) "Lease Term" or "Term" shall mean a period of Five (5) years Three (3) months beginning on the Rent Commencement Date, plus any extended terms granted by Landlord and timely and properly elected by Tenant pursuant to subparagraph 4(b) below (if applicable).

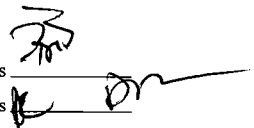
(i) "Lease Year" shall mean a period of twelve consecutive months during the Lease Term which begins on the Rent Commencement Date or any anniversary thereof.

(j) "Minimum Rent" shall mean the base rental for the Premises set forth in subparagraph 5(a) below.

(k) "Permitted Use" shall mean to operate as retail for the use of a day spa.

(l) "Premises" shall mean that certain retail space commonly known as 880 Happy Canyon Rd, Suite 130, The Village at Castle Pines, also known as Castle Pines Village Filing 10, 1<sup>st</sup> amendment Lot 2A, Douglas County, Colorado and containing approximately 3,266 square feet of Rentable Area (as hereinafter defined). The location and dimensions of the Premises are delineated on the Site Plan (Exhibit "A").

(m) "Property" shall mean that certain real property owned by Landlord which is located in the County of Douglas, State of Colorado, and all improvements thereon including, but not limited to, the Building.



(n) "Rent" shall mean Minimum Rent and Additional Rent.

(o) "Rent Commencement Date" shall mean the date described in Exhibit D.

(p) "Rentable Area" shall be calculated by utilizing the center or middle of a subject constructed interior wall, the furthest exterior point of an outside wall and the center or middle of any total or partial glass store front.

(q) "Shopping Center" shall mean all land, buildings, parking areas and other improvements which are integrated by geography, design and function into the retail shopping center of which the Property is a part. Notwithstanding anything to the contrary contained in this Lease or otherwise, during the Term, Tenant acknowledges and agrees Landlord may not own the entire Shopping Center, and therefore Landlord shall not be responsible or liable for any term or provision of this Lease which purports to bind or restrict any portion of the Shopping Center which it does not own. If Landlord owns the entire Shopping Center, the terms "Property" and "Shopping Center" as used herein are synonymous.

(r) "Site Plan" shall mean the site plan for the Property attached hereto as Exhibit "A" The Site Plan may also show areas of the Shopping Center which are not owned by Landlord, and Landlord disclaims any obligation, responsibility or liability with regard to the existence, construction or configuration of any improvements shown on the Site Plan that relate to any portion of the Shopping Center which Landlord does not own.

(s) "Substantial Completion" shall mean the date on which Landlord or its architect or other agent notifies Tenant in writing that the Premises are substantially complete to the extent of Landlord's Work, with the exception of any such work which Landlord cannot complete until Tenant performs necessary portions of Tenant's work.

(t) "Taxes" shall include all taxes and charges charged in connection with the Property including, but not limited to: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the land and buildings comprising the Property, (ii) any tax on Landlord's right to receive, or the receipt of, rent or income from the Property or against Landlord's business of leasing the Property, (iii) any tax, impact fee or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency, (iv) any tax imposed upon this transaction or based upon a reassessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property, (v) any charge or fee replacing any tax previously included within the definition of Taxes, (vi) interest paid on installment payments of Taxes, (vii) any retroactive charge for underestimated payments of Taxes, and (viii) charges for compliance, review or appeals of any tax charges. "Taxes" shall not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(u) "Tenant's Pro Rata Share" shall mean the portion of certain expenses of the Shopping Center which is allocated to the Premises from time to time, calculated by dividing the Rentable Area of the Premises by the Rentable Area of all the buildings located in the Shopping Center (completed as of the first day of the current calendar quarter) which share in the payment of such expenses, as determined by Landlord. By way of example but not limitation, if any tenant or owner by agreement pays Taxes separately to any taxing authority, carries its own insurance or maintains its own separate property, such tenant's or owner's Rentable Area shall not be included in calculating Tenant's Pro Rata Share for that item of expense. If Landlord enters into any agreement with any owner or tenant pursuant to which such party separately pays expenses or perform services which would otherwise be allocated among Tenant and other tenants of the Shopping Center as CAM Costs, Landlord reserves the right to adjust the percentage of Tenant's contribution toward related items of expense, in common with other tenants, on some reasonable basis determined by Landlord in its sole discretion.

(v) "Tenant's Work" shall mean those items which are the responsibility of Tenant as set forth under heading II on Exhibit "B" attached hereto.

## 2. LEASE OF PREMISES

In consideration of the premises and the mutual covenants herein contained, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by Tenant to be kept and performed. Notwithstanding anything to the contrary contained herein or otherwise, Tenant acknowledges that the Premises and Tenant's leasehold interest therein is subject to the easements, covenants, conditions, restrictions and other encumbrances of record and any reciprocal easement agreement or like document in existence as of the Effective Date ( collectively hereafter referred to as "restrictions of record"). Tenant shall timely and completely comply with all covenants and obligations required pursuant to the restrictions of record to the extent they have to do with the Premises or Tenant's operation therein; provided, however, that any provision of this Lease which provides for a higher or more strict standard of performance by Tenant than that which may be required in the restrictions of record shall control over the less strict provision(s) of the restrictions of record.

## 3. CONSTRUCTION OBLIGATIONS

(a) Landlord shall deliver the Premises in condition pursuant to Exhibit B.

(b) Tenant shall commence Tenant's Work (if applicable) promptly after Substantial Completion, shall diligently prosecute such installation to completion, and shall open the Premises for business not later than the Rent Commencement Date.

## 4. LEASE TERM

(a) The Lease Term shall begin at twelve o'clock noon on the Rent Commencement Date and shall end at twelve o'clock noon on the last day of the Fifth Lease Year and Third Month. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute a Certificate of Commencement setting forth the Rent Commencement Date and the expiration date of the Lease Term, substantially in the same form as Exhibit "D" attached hereto. Notwithstanding the preceding, any lack of execution of the Certificate of Commencement shall not affect the parties' rights or obligations under the Lease except for Landlord's right to claim a default on Tenant's part if Tenant refuses to sign the same. The parties hereto acknowledge that certain provisions of this Lease (including but not limited to those relating to construction, hold harmless, and liability insurance) apply prior to the Lease Term, and the parties agree to be bound by those provisions immediately upon execution of this Lease.

5. RENT

(a) Tenant agrees to pay to Landlord Minimum Rent in the following amount(s):

<u>Month(s)</u>	<u>Rate PSF</u>	<u>Per Annum</u>	<u>Monthly</u>
1-3	\$0.00	\$0.00	\$0.00
4-12	\$17.00	\$55,522.00	\$4,626.83
13-24	\$18.00	\$58,788.00	\$4,899.00
25-36	\$19.00	\$62,054.00	\$5,171.17
37-48	\$20.00	\$65,320.00	\$5,443.33
49-63	\$21.00	\$85,732.50	\$5,715.50

Landlord shall abate month's 1-3 Base Rent and Additional Rent

Minimum Rent shall be payable in advance, on or before the first day of each and every calendar month during the Lease Term, except that Minimum Rent for the ~~first~~ <sup>1<sup>st</sup></sup> month of the Lease Term shall be paid on the execution hereof. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent, and not dependent. Every installment of Rent shall be payable without setoff or deduction, without notice or demand, in lawful money of the United States of America at Landlord's address or at such address or addresses as Landlord may from time to time designate in writing. Minimum Rent for any period which is less than one (1) month shall be a prorated portion of the monthly installment herein based upon the actual days in the month.

(b) In addition to the initial Lease Term set forth in subparagraph (a) above, Landlord hereby grants to Tenant options ("Options") to extend the Term of this Lease for two (2) additional terms of five (5) years (the "Option Terms"). The Options shall be personal to Tenant and may not be terminated in the event of any assignment of this Lease or sublease of the Premises or a portion thereof. The Options may only be exercised by Tenant in the event that Tenant has not been in default under any of the provisions of this

Lease at any time during the initial Lease Term or Option Terms. In order to exercise the Options, Tenant must provide written notice of its unconditional exercise of the Option to Landlord (the "Extension Notice") at least 180 days prior to the expiration of the initial Lease Term. If Tenant so exercised an Option, all terms and conditions of this Lease shall remain in full force and effect during the Option Term except that (i) Minimum Rent during the Option Term shall be increased to the then prevailing market rental rate for the Premises) As agreed upon by both parties and not to exceed more than one dollar per sq ft per year., and (ii) after exercise of the Option Tenant shall have no further right to extend the Term of this Lease. In the event that Tenant fails to timely provide the Extension Notice, then Tenant's right to exercise the Option shall automatically terminate.

(c) Unless this Lease provides otherwise, Tenant shall pay all Additional Rent in advance concurrently with the monthly installments of Minimum Rent. These additional rent items are estimated as follows:

COMMON AREA MAINTENANCE CHARGE: Payable in monthly installments in advance in the amount of \$666.81 each, subject to adjustment as herein provided.(See Paragraph 7).

AD VALOREM TAXES: \$1,450.65 per month, subject to adjustment based upon tax changes. (See Paragraph 8).

INSURANCE: \$59.88 per month, subject to adjustments based on premium changes. (See Paragraph 17).

Prepaid Rent (fourth month): \$6,804.17

## 6. SECURITY DEPOSIT

Concurrently with execution of this Lease, Tenant shall deposit with Landlord the sum of \$4,626.83 which shall be held by Landlord as security for the faithful performance by Tenant of all 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 due, or for the payment of 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 such deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, 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. The preceding is not intended to in any manner limit Landlord's available remedies in the event of default. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be

entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee or subtenant of Tenant's interest hereunder) within three (3) months following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer the security deposit to Landlord's successor in interest and Landlord will have no further liability to Tenant with respect thereto.

## 7. COMMON AREAS AND COSTS

(a) Subject to the terms of this Lease, Tenant, its agents, employees, customers, licensees and subtenants shall have a non-exclusive license to reasonably use the Common Areas for the entire Lease Term for ingress or egress, automobile parking and any other purpose for which the Common Areas were designed. Tenant, in the use of the Common Areas, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of the Common Areas. Such rules may include but shall not be limited to the following: (i) restricting of employee parking to a limited, designated area or areas; and (ii) regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

(b) Tenant shall pay Tenant's Pro Rata Share of all CAM Costs during the Lease Term. On or before the Rent Commencement Date, Landlord shall submit to Tenant a statement of the anticipated monthly CAM Costs for the period between such Commencement Date and the following January, and Tenant shall pay its Pro Rata Share of these CAM Costs on a monthly basis concurrently with the payment of Minimum Rent. Tenant shall continue to make such monthly payments until notified by Landlord of a change thereof. Landlord shall have the right to periodically review and revise the statement of anticipated monthly CAM Costs, if deemed necessary by Landlord. Upon any such revision, Landlord will submit a revised statement of the anticipated monthly CAM Costs to Tenant. Tenant agrees to pay any deficiency to date based on the revised statement with its next due payment of Minimum Rent and thereafter pay the revised anticipated monthly CAM Costs until further notified by Landlord. By March 31<sup>st</sup> of each year Landlord shall endeavor to give Tenant a statement showing the total actual CAM Costs for the prior calendar year and Tenant's allocable share thereof, prorated from the Rent Commencement Date. However, any failure by Landlord to provide such CAM Cost statement by the date provided above shall in no way excuse Tenant from its obligation to pay its pro rata share of CAM Costs or constitute a waiver of Landlord's right to bill and collect such pro rata share of CAM Costs from Tenant in accordance herewith. In the event the total of the monthly payments which Tenant has made for the prior calendar year is less than Tenant's Pro Rata Share of such actual CAM Costs, then Tenant shall pay the difference in a lump sum within sixty (60) days after receipt of such statement from Landlord. In addition, until Tenant receives a statement indicating otherwise, Tenant's monthly reimbursement of CAM Costs for the current calendar year shall thereafter be revised based on the new statement beginning on the first day of the month following the month in which Tenant receives such statement. If the statement reflects a change in the monthly reimbursement amount such difference shall be adjusted by increasing or decreasing the first monthly reimbursement payment after the statement is given in order to bring

the reimbursement amount for the existing year current as of such date. To the extent that the actual Tenant's Pro Rata Share of such CAM Costs is less than the estimated amount which Tenant previously paid, Landlord shall credit the excess against any sums then owing or next coming due from Tenant to Landlord. The actual CAM Costs for the prior year shall be used as the basis for calculating the current year's budget, from which the monthly CAM Costs for the then current year are derived. Actual determination of such CAM Costs shall be made after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly CAM Costs. Even when the Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of CAM Costs for the year in which this Lease terminates, Tenant shall immediately pay upon demand any increase due over the estimated CAM Costs previously paid and, conversely, any overpayment made shall be immediately refunded or applied to any amounts due or owing by Tenant to Landlord.

(c) Tenant or its agent shall have the right, at any time within ninety (90) days after a statement of actual CAM Costs for a particular calendar year has been rendered by Landlord as provided herein, at its sole cost and expense, to examine Landlord's books and records relating to the determination of CAM Costs; provided, however, that Tenant shall give Landlord prior written notice of its intent to exercise such right, the inspection may not take place outside normal business hours, Tenant shall not interfere with Landlord's normal business activities, and Tenant shall sign Landlord's then standard confidentiality agreement with respect to such books and records. Unless Tenant objects to the rental adjustment within said ninety (90) day period, such statement and adjustment shall be deemed conclusively binding upon Tenant.

## 8. TAXES

(a) Tenant shall pay Tenant's Pro Rata Share of all Taxes on the land, buildings and other improvements constituting the Property (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed in the Premises by or for the benefit of Tenant) attributable to the Lease Term. Tenant shall pay Landlord a sum equal to Landlord's estimate of one-twelfth (1/12) of the annual Taxes payable by Tenant under this Lease, together with each payment of Minimum Rent. Landlord shall have the right to periodically review and revise its estimate of anticipated Taxes, if deemed necessary by Landlord. Upon any such revision, Landlord will submit a revised statement of the anticipated Taxes to Tenant. Tenant agrees to pay any deficiency to date based on the revised statement with its next due payment of Minimum Rent and thereafter pay the revised monthly amount of anticipated Taxes until further notified by Landlord. Landlord shall not be required to keep such payments separate from its general funds. If unknown, Landlord shall reasonably estimate the amount of Taxes when installments are due. Tenant shall pay any deficiency of funds to Landlord upon written request. If Tenant defaults under Lease, Landlord may apply any such funds to any obligation then due under this Lease. Landlord shall furnish Tenant with written evidence of annual payment of Taxes to the taxing authority promptly after receipts are available, if requested by Tenant.

(b) Tenant shall pay before delinquency all taxes charged against trade fixtures,

furnishings, equipment or any other personal property belonging to Tenant which becomes payable during the Lease Term. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the Property, Tenant shall in addition to its other obligations set forth in this paragraph 8, pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

## 9. USE OF PREMISES

(a) Tenant shall use the Premises for the Permitted Use only, and not for any other purpose without the prior written consent of Landlord. Notwithstanding the preceding, the Permitted Use shall not include any use which violates or conflicts with (i) any restrictions of record, or (ii) any exclusive or restrictive use previously granted to any other tenant or owner in the Shopping Center as set forth in Exhibit "E" attached hereto.

(b) Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering the Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit any waste or permit any nuisance upon the Premises or overload the floors thereof.

(c) Tenant shall not cause or permit any Hazardous Material (as herein after defined) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Shopping Center by Tenant, its agents, employees or contractors. Any such Hazardous Material to be brought upon, transported, used, kept or stored in or about the Shopping Center which is necessary for Tenant to operate its business for the Permitted Use will be brought upon transported, used, kept and sorted only upon prior written approval of Landlord in its sole discretion and only in such quantities as are necessary for the usual and customary operation of Tenant's business and in a manner that complies with (i) all laws, rules, regulations, ordinances, codes or any other governmental restrictions or requirements of all federal, state and local government authorities having jurisdiction thereof regulating such Hazardous Material, (ii) any permits issued for any such Hazardous Material (copies of which must be delivered to Landlord before any Hazardous Material is brought in, in or about the Shopping Center), and (iii) all products and manufacturers' instructions and recommendations, to the extent they are stricter than laws, rules, regulations, ordinances, codes or permits. If Tenant, its agents, employees or contractors, in any way breaches the obligations stated in this paragraph, or if the presence of Hazardous Materials in the Shopping Center caused or permitted by Tenant results in release or threatened release of such Hazardous Material, in, from or under the Shopping Center, or if the presence in, from or under the Shopping Center of Hazardous Materials otherwise arises out of

the operation of Tenant's business, then without limitation of any other rights or remedies available to Landlord hereunder or at law or in equity, Tenant shall indemnify, defend, protect and hold harmless Landlord (and Landlord's directors, officers, employees, partners, agents, mortgagees, successors or assigns, to Landlord's interest in the Premises) from any and all claims, sums paid in settlement of claims, judgments, damages, clean up costs, penalties, fines, liabilities, losses or expenses (including but not limited to attorney, consultant and expert fees and any fees incurred by Landlord to enforce the Indemnity) which arise during or after the Term of this Lease as a result of Tenant's breach of such obligations or such release or such contamination of the Shopping Center, including, but not limited to, diminution in value of the Shopping Center, damages for the loss of, or the restriction on the use of, rentable or usable space or any amenity of the Shopping Center, damages arising from any adverse impact on the sale or lease of the Property, and damage and diminution in value to the Property or other properties, whether owned by Landlord or by third parties (collectively, herein "Indemnity"). The Indemnity of Landlord by Tenant contained in this paragraph includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on, under or originating from the Property or as a result of Tenant's actions or omissions elsewhere in the Shopping Center. Without limiting the foregoing, if the presence of any Hazardous Material on the Property or elsewhere in the Shopping Center caused or permitted by Tenant results in any contamination, release or threatened release of Hazardous Material on, from or under the Property or other properties, Tenant shall promptly take all actions at its sole cost and expense which are necessary to return the Property and any other affected property(s) to the condition existing prior to the introduction of such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained (which approval shall not be unreasonably withheld) and so long as such actions do not have or would not potentially have any material adverse long-term or short-term effect on Landlord, on the Property or on other property(s). The Indemnity contained in this paragraph shall survive the expiration or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Property.

#### 10. COMPLIANCE WITH LAW

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

## 11. ALTERATIONS AND ADDITIONS

(a) 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 Landlord which may be withheld in Landlord's sole discretion and any alterations, additions or improvements to or of the Premises, including, but not limited to, wall covering, paneling and built in cabinet work, but excepting movable furniture, shall without notice and upon election of Landlord become part of the Premises and belong to Landlord and shall be surrendered with the Premises.

(b) Landlord may condition its consent to any alterations, additions or improvements upon such reasonable requirements as Landlord may deem necessary in its sole discretion, including but not limited to the manner in which the work is done, the right to approve the contractor by whom the work is to be performed, and the times during which the work is to be accomplished. If Landlord authorizes persons requested by Tenant to perform any alterations, repairs, modifications or additions to the Premises, then, prior to the commencement of any such work, Tenant shall upon request deliver to Landlord such payment and performance bonds or other security as Landlord may require, and certificates issued by insurance companies qualified to do business in the State of Colorado, evidencing that Workmen ' s Compensation, public liability insurance and property damage insurance, all in amounts, with companies and on forms satisfactory to Landlord, are in force and effect and maintained by all contractors and subcontractors engaged by Tenant to perform such work. All such policies shall name Landlord as an additional insured. Each such certificate shall provide that the insurance policy may not be canceled or modified without thirty (30) days, prior written notice to Landlord. Further, Tenant shall permit Landlord to post notices in the Premises in locations which will be visible by persons performing any work on the Premises stating that Landlord is not responsible for the payment for such work and setting forth such other information as Landlord may deem necessary. All Tenant alterations, repair and maintenance work shall be performed in such a manner as not to interfere with, delay, or impose any additional expense upon Landlord in the maintenance or operation of the Building or upon other tenants' use of their premises.

(c) In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the Term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days after the end of the Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions or improvements made by Tenant which are designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises or Property caused by such removal such that by the end of the Term (or Option Term if the Option has been properly exercised by Tenant), the Premises are restored to their condition which existed on the first day that Tenant opened the Premises for business.

(d) Landlord may at any time immediately require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond

in an amount equal to one and one-half (1 1/2) times the estimated cost of any improvements, 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 the work.

(e) Tenant shall have full use of all furniture, fixtures, and equipment that are available in Premises. Landlord will timely remove any non-fixture items left in Premises by previous occupant as directed by Tenant.

## 12. MAINTENANCE AND REPAIR

(a) By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including but not limited to the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, and the heating and air conditioning ("HVAC") system. Within thirty (30) days of the Rent Commencement Date, Landlord shall obtain a service contract for repairs and maintenance of the HVAC system which conforms to the requirements under the warranty, if any, on such system which will be paid for by Tenant as a CAM charge. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant or Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

(b) Notwithstanding the provisions of subparagraph (a) above, Landlord shall repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused directly or indirectly in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in paragraph 26 below, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property including the Premises or the Common Areas or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

## 13. LIENS

(a) Tenant shall keep the Shopping Center including the Property free and clear of any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

(b) Tenant hereby agrees to indemnify Landlord for, save Landlord harmless from, and defend Landlord against all liability, loss, damage, costs or expenses, including attorneys' fees and interest incurred on account of any claims of any nature whatsoever, including lien claims of laborers, material men, or others for work actually or allegedly performed for, or for materials or supplies actually or allegedly furnished to Tenant or persons claiming under Tenant. Should any such liens be filed or recorded against the Property or any portion of the Shopping Center, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be removed of record within five (5) days. If Tenant desires to contest any claim of lien, Tenant may do so only if within such five (5) day period Tenant posts adequate security with a court of competent jurisdiction and obtains an order discharging the lien of record, as then provided by the Colorado mechanics' lien statute. If a final judgment is entered establishing the validity or existence of any lien for any amount which lien has not been discharged or bonded off as herein above required, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which a mechanics' lien or suit to foreclose the lien has been recorded or filed, and shall not have caused the same to be released of record, Landlord may (but without being required to do so) pay such lien or claim and any costs, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

#### 14. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not (voluntarily, by operation of law or otherwise) 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 may be reasonably withheld. The transfer of a majority of the issued and capital stock of any corporate tenant or subtenant of this Lease or a majority of the total interest in any partnership, limited liability company or trust tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or such sublease requiring the Landlord's consent in each instance. Any 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. 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. Subletting or assignment by subtenants or assignees shall not be permitted without Landlord's consent which may be withheld in its sole discretion.

(b) Tenant shall provide Landlord with a copy of any proposed sublease or assignment that contains the name and address of the proposed subtenant or assignee, the anticipated effective date of the proposed sublease or assignment, the duration of the term of any proposed sublease, and the amount of space any proposed subtenant will occupy. In addition, Tenant shall

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provide reasonably detailed information regarding the proposed subtenant's or assignee's financial condition and credit history, relevant business history and experience, together with any other pertinent information which Landlord reasonably requires. Landlord may require an opportunity to meet and interview the proposed subtenant or assignee as well. For purposes of Landlord's consent to a proposed sublease or assignment, it shall be considered reasonable for Landlord to consider among other factors: (i) the relative financial strength, business reputation and operational/management experience of Tenant and the proposed subtenant or assignee, and (ii) whether the use of the Premises after such sublease or assignment would adversely affect the tenant mix in the Shopping Center, create any nuisance or violate any federal, state or local laws or any lease or agreement affecting the Shopping Center or involve Hazardous Material. In no event shall Landlord be required to consent to any sublease or assignment to any current tenant of the Shopping Center or to any person or entity with whom Landlord or its agent had contacted, negotiated or given or received any written or oral proposal regarding a lease of space in the Building within the six-month period preceding Tenant's request. Tenant agrees that Landlord, as a condition to giving its consent to any assignment or subletting, may require that the amount of the Rent payable under this Lease be adjusted to what is then the market value for property similar to the Premises as then constituted. In any event, Tenant shall pay to Landlord all of the excess Rent or other consideration received by Tenant from the subtenant or assignee over the Rent then being charged by Landlord to Tenant.

(c) If Landlord consents to a proposed assignment or sublease, the form of such assignment or sublease shall be satisfactory to Landlord and shall (i) incorporate this Lease in its entirety and be subject to its terms, (ii) provide that Tenant shall remain liable under this Lease, (iii) provide that subtenant will comply with all terms and conditions of this Lease, (iv) provide for assumption by an assignee of all the terms, covenants and conditions which this Lease requires Tenant to perform, and (v) include a requirement that any subtenant attorn to the Landlord. Landlord's consent will not be effective unless and until Tenant delivers to Landlord an original, duly executed assignment or sublease, as the case may be, in a form satisfactory to Landlord, as set forth herein. Tenant shall pay Landlord's reasonable attorneys' and other fees incurred for review of such assignment or sublease and all other materials submitted by Tenant in connection with the request for Landlord's consent.

(d) Any transfer for which consent is required of any party having a mortgage, deed, or trust or other encumbrance or of any lessor under any ground or underlying lease of all or any part of the Property shall not be effective unless and until such consent is given.

(e) Notwithstanding anything to the contrary contained in this Lease or otherwise, if a trustee in bankruptcy is entitled to assume control over Tenant's rights under this Lease, and assigns such rights to any third party, the Minimum Rent to be paid hereunder by such party shall be increased to the then current Minimum Rent (if greater than then being paid for the Premises) which Landlord would charge for comparable space in the Building as of the date of such third party's occupancy of the Premises.

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(f) Notwithstanding anything to the contrary contained in this Lease or otherwise, Tenant shall have no right to assign this Lease or sublet any portion of the Premises during any period that all or any portion of the Minimum Rent is abated.

#### 15. HOLD HARMLESS

(a) Tenant shall indemnify and hold Landlord harmless against and from any and all claims of liability for any injury (including death) or damage to any persons or property whatsoever arising from Tenant's use of the Premises or the Common Areas or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises and/or the Shopping Center, and shall further indemnify and hold Landlord harmless against and from any and all such claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or when such injury or damage is caused in whole or in part by the act, neglect, fault or omission to act on the part of Tenant, its agents, contractors, employees or invitees, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Notwithstanding the preceding and without diminishing Tenant's obligations set forth above, Landlord reserves the right to select its own counsel in defending any such claim, action or proceeding, and Tenant shall immediately reimburse Landlord upon demand for all fees and expenses incurred in connection therewith. Landlord shall also not be liable to Tenant for any damage by or from any act or negligence of any third party, co-tenant or other occupant of the Building, or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damage to the Premises and the Shopping Center, and to tenants or occupants thereof, caused by Tenant's misuse or neglect of the Premises and/or any portion of the Shopping Center. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises or the Shopping Center, or of defects therein or in the fixtures or equipment.

(b) Tenant, as a material part of the consideration to Landlord for this Lease, hereby waives and releases all claims against Landlord, its employees and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Except as may be provided herein, Tenant covenants and agrees that Landlord and its employees will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage to persons, property or Tenant's business occasioned by any cause, either ordinary or extraordinary. In no event will Landlord or any mortgagees be responsible for any consequential damages incurred by Tenant, including, but not limited to, lost profits or interruption of business as a result of any alleged default by Landlord.

(c) Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause

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whatsoever, and Tenant hereby waives all claims in respect thereof against Landlord, unless caused by or due to the gross negligence of Landlord, its agents, servants or employees and not caused in whole or in part by Tenant. Neither Landlord nor its agents shall be liable for any loss or damage to persons or property, including but not limited to resulting loss of use and additional expenses to property entrusted to Landlord, its agents or employees, or the building manager, if any, nor for the loss or damage, including resulting loss of use and additional expenses, to any property by theft or otherwise, by any means whatsoever, nor for any injury (including death) or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Neither Landlord nor its agents shall be liable for any loss, cost, damage, bodily injury (including death) or personal injury arising or resulting from the criminal activities of third persons. Tenant agrees that Landlord is not responsible for the safety or security of Tenant, its agents including employees or invitees, and Tenant hereby assumes all responsibility for the safety and security of such parties.

#### 16. WAIVER OF SUBROGATION

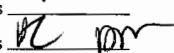
Tenant hereby waives any and all rights of recovery against Landlord (and against the tenants of other space in the buildings located on the Property), or against the officers, employees, agents or representatives of Landlord or such other tenants, for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage or was required to be covered pursuant to the terms of this Lease. Landlord hereby waives any and all rights of recovery against Tenant, or against the officers, employees, agents or representatives of Tenant, for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage or was required to be covered pursuant to the terms of this Lease. Landlord and Tenant shall give notice to their respective insurance carriers of this mutual waiver of subrogation.

#### 17. INSURANCE

(a) Commencing on the Rent Commencement Date and continuing throughout the Lease Term, Landlord shall carry and maintain the following insurance ("Landlord's Insurance"): (a) an "all-risk" form of insurance policy, with an endorsement insuring against loss of Minimum Rent (including Extended Period of Recovery, if applicable) insuring the buildings and improvements of the Property (and leasehold improvements, to the extent the same are paid by Landlord) for 100% of their replacement value and (b) any other policy(s) of insurance which Landlord obtains on or relating to the Property or Landlord's mortgagee(s) for the Property requires to be kept in force, including but not limited to liability and casualty insurance on the Common Areas.


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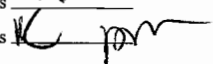
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(b) Tenant shall, from and after Substantial Completion or at such earlier date that Tenant takes possession of the Premises and at all times during the Lease Term, at its sole cost and expense, carry and maintain the following insurance ("Tenant's Insurance") with respect to the Premises: (a) fire and extended coverage insurance insuring all additions, alterations and improvements made by the Tenant to the Premises and all of its fixtures, inventory, furniture and equipment for the full replacement value thereof with the broadest possible coverage ("all risk" form) on a minimum of 80% co-insurance form insuring against all risks of direct physical loss and excluding only such unusual perils as nuclear attack, earth movement, flood, and war; (b) public liability, bodily injury and damage comprehensive insurance coverage insuring against claims of any and all personal injury, death or damage occurring in or about the Premises or the sidewalks adjacent thereto, with a combined single limit coverage of not less than \$2,000,000 (subject only to a commercially reasonable deductible), on an "occurrence" form and including contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in paragraph 15 above; (c) workmen's compensation insurance insuring against and satisfying the workmen's compensation laws of the State of Colorado; (d) plate glass insurance sufficient to discharge Tenant's obligations as provided above; and (e) in the event liquor, beer, or wine is sold on the Premises in any form, liquor liability insurance. Landlord or Landlord's mortgagee may reasonably require increases in the above-described coverage from time to time, in which Tenant shall obtain the same and pay the costs thereof. Tenant's Insurance shall be issued by an insurance company of recognized standing, authorized to do business in the State of Colorado and having a Best's Insurance Guide rating of at least A and satisfactory to Landlord. Tenant's Insurance (other than any policy of workmen's compensation insurance) will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to the Rent Commencement Date, on each anniversary thereof, and at least thirty (30) days prior to any date a prior policy expires. All public liability and property and damage liabilities maintained by Tenant will contain a provision that Landlord and any other additional insured will be entitled to recover under such policies for any loss sustained by them, their agents and employees as a result of the acts or omissions of the Tenant. Tenant's Insurance will provide that it may not be terminated or amended except after thirty (30) days prior written notice to Landlord. All public liability property damage, liability and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not supplemental to coverage that Landlord may carry.

(c) Tenant shall pay Tenant's Pro Rata Share of the premiums for Landlord's Insurance ("Insurance Costs") which are attributable to the Lease Term. Tenant shall pay Landlord a sum equal to Landlord's estimate of one-twelfth (1/12) of the annual Insurance Costs payable by Tenant under this Lease, together with each payment of Minimum Rent. Landlord shall have the right to periodically review and revise its estimate of anticipated Insurance Costs, if deemed necessary by Landlord. Upon any such revision, Landlord will submit a revised statement of the

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anticipated Insurance Costs to Tenant. Tenant agrees to pay any deficiency to date based on the revised statement with its next due payment of Minimum Rent and thereafter pay the revised monthly amount of anticipated Insurance Costs until further notified by Landlord. Landlord shall not be required to keep such payments separate from its general funds. If unknown, Landlord shall reasonably estimate the amount of Insurance Costs when installments are due. Tenant shall pay any deficiency of funds to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any such funds to any obligation then due under this Lease. Landlord shall furnish Tenant with written evidence of the existence of Landlord's Insurance, and the payment of the premiums therefor, if requested by Tenant

## 18. UTILITIES

(a) Tenant shall pay upon demand for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay upon demand a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises.

(b) Landlord has advised Tenant that presently Intermountain Rural Electric Association ("Electric Service Provider") is the utility company selected by Landlord to provide electricity for the Property. Notwithstanding the foregoing, if permitted by Law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an " Alternative Service Supplier") or continue to contract for service from the Electric Service Provider. Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternative Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the electric lines, feeders, risers, wiring, and any other machinery within the Premises which may serve the Property.

(c) Landlord does not warrant or guarantee the continued availability of any or all of the utility services necessary or desirable for the use of the Premises by Tenant. In no event shall the interruption, diminution or cessation of such services be construed as an actual or constructive eviction of Tenant, nor shall Tenant be entitled to any abatement of its Rent obligations under this Lease or on account thereof. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities furnished to the Premises, and no such change, failure, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement, reduction, setoff or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

(d) Without incurring any liability for damages and without entitling Tenant to any

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abatement of its Rent obligations under this Lease, Landlord reserves the right to suspend any and all utilities service to the Premises when, in Landlord's reasonable discretion, such suspension is necessitated including, but not limited to, by reason of accident, unavailability of employees or materials at reasonable cost, repairs, strikes, lockouts, riots, acts of God, acts of war or terrorism, application of applicable laws, statutes, rules and regulations, inspections, alterations or improvements, until any of the same have been completed. In such event, Landlord shall not be deemed guilty of a breach or default of this Lease, nor shall such suspension constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement, reduction, setoff or diminution of rent, or relieve Tenant from any of its obligations under the Lease. If feasible, Landlord shall give Tenant prior notice of any interruption of utility services.

#### 19. QUIET ENJOYMENT

So long as Tenant is not in default under any provisions of this Lease and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant is entitled to the quiet enjoyment and peaceful possession of the Premises subject to the provisions of this Lease. Landlord shall under no circumstances be held responsible for restriction or disruption of access to the Shopping Center (including the Building or Premises) from public streets caused by construction work or other actions taken by or on behalf of governmental authorities, or for actions taken by other tenants (their employees, agents, visitors, contractors or invitees ), or any other cause not entirely within Landlord's direct control, and same shall not constitute a constructive eviction of Tenant nor give rise to any right or remedy of Tenant against Landlord of any nature or kind. This covenant of quiet enjoyment is in lieu of any covenant of quiet enjoyment provided or implied by law, and Tenant expressly waives any such other covenant of quiet enjoyment to the extent broader than the covenant contained in this paragraph.

#### 20. PERSONAL PROPERTY

(a) Any property of Tenant remaining in the Premises at any time when Landlord recovers possession of the Premises or upon the termination of this Lease for any cause whatsoever shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefor; and Tenant shall pay Landlord for all expenses incurred in connection with the disposition of such property.

(b) Tenant hereby grants to Landlord a lien upon and a security interest in all property now owned or hereafter acquired by Tenant which shall be brought into or be placed upon the Premises, to secure the payment of Rent and the performance of each and every other obligation hereunder to be performed by Tenant. Following any event of default Landlord, without notice

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or demand, may take possession of and sell such property without legal process of any kind, at public and private sale upon giving such notices, if any, as may be required by law. The proceeds of any such sale shall be applied first to the payment of any and all expenses and fees incurred in connection therewith, and then to any amounts due or payable under this Lease from Tenant to Landlord, and the surplus, if any, to Tenant. Tenant agrees to execute and record any financing statements and other documents deemed necessary by Landlord to perfect or record the lien herein granted.

## 21. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify for the safety, care and cleanliness of the Premises, Building and Shopping Center and the preservation of good order therein. Landlord shall not be responsible to Tenant for the nonperformance of any such rules and regulations by any other tenants or occupants. The violation of any of such rules and regulations by Tenant shall be deemed an event of default of this Lease by Tenant, affording Landlord all those remedies set out herein.

## 22. FAILURE TO SURRENDER POSSESSION

(a) The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises will be substantial, will exceed the amount of the monthly installments of the Rent payable hereunder, and will be impossible to measure accurately.

(b) Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord upon the expiration or sooner termination of this Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord, as liquidated damages, for each month and for each portion of any month during which Tenant holds over in the Premises after the expiration or sooner termination of this Lease, a sum equal to one and one-half (1 1/2) times the aggregate of that portion of the monthly Minimum Rent and Additional Rent that was payable under this Lease during the last month of the Term hereof. Tenant agrees that such liquidated damages are a reasonable estimate of damages, enforceable in accordance with the terms of this subparagraph, and that such does not constitute a penalty. The provisions of this subparagraph shall survive the expiration or sooner termination of this Lease.

(c) No provisions of this paragraph 22 or any other provision of this Lease shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term, or to have extended or renewed the Lease Term beyond its expiration or termination, except by timely and proper exercise by Tenant of the Option as provided in subparagraph 4(b) above (if applicable).

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23. ENTRY BY LANDLORD

Landlord shall at any and all times have the right to enter the Premises to inspect the same, to show the Premises to prospective purchasers or tenants, or to existing or prospective mortgages, and to post notices of non-responsibility .Tenant also agrees that Landlord may at any time and from time to time place on the Property or the Premises a sign advertising the Property or the Premises for sale or for lease. Landlord shall also have the right to conduct such maintenance and repair of the Premises (or the Building) as Landlord may deem necessary, without abatement of Rent, and for that purpose may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files. Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof.

24. TENANT'S DEFAULT

The occurrence of anyone or more of the following shall constitute an event of default and breach of this Lease by Tenant:

- (a) the vacating or abandonment of the Premises by Tenant or failure by Tenant to continually operate its business in the Premises during Ordinary Business Hours and such cessation or curtailment occurs for more than ten (10) days;
- (b) failure by Tenant to pay any Rent when required hereunder;
- (c) failure by Tenant to take possession of the Premises within thirty (30) days of the Rent Commencement Date.
- (d) failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant, unless Landlord in its sole discretion decides to provide an additional cure period to Tenant which in any event will always be conditioned upon 1) the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, and 2) Tenant commencing such cure within said 30-day period and thereafter diligently prosecuting such cure to completion;
- (e) the taking of this Lease or the Premises or any part thereof upon execution or by other process of law directed against Tenant, or the taking upon or subject to any attachment at

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the instance of any creditor or claimant against Tenant, and said attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof; or

(f) the making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or a reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of the assets of Tenant or any guarantor of this Lease; or the attachment, execution or other judicial seizure of substantially all of the assets of Tenant or any guarantor of this Lease where such seizure is not discharged within thirty (30) days. Notwithstanding the cure period allowed by subparagraph

(g) above, it shall be an immediate default under this Lease if Tenant fails to surrender the Premises to Landlord upon the expiration or sooner termination of the Lease, or if any failure of Tenant to comply with any provision of this Lease jeopardizes any insurance coverage or causes or results in a dangerous condition on the Premises or the remainder of the Property, and such failure to comply is not immediately cured after notice thereof by Landlord to Tenant. In no event shall financial inability be considered a reasonable ground for failure of Tenant to cure any breach of, or failure to comply with, the provisions of this Lease.

## 25. LANDLORD'S REMEDIES

In the event of any such default or breach by Tenant, Landlord may take any of the following actions at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach specified herein and/or under the laws and/or judicial decisions of the State of Colorado.

(a) Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, Tenant shall immediately surrender possession of the Premises to Landlord, and Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including repairs, renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent called for herein for the balance of the Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commissions paid by Landlord and applicable to the unexpired Term of this Lease.

(b) Landlord may reenter and take possession of the Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution on account thereof of being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or

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right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and 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 or reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice. After recovering possession of the Premises, Landlord may, from time to time, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its discretion, may determine. Landlord may make such repairs, alterations or improvements as Landlord may consider reasonably appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all reasonable costs and expenses (including but not limited to the costs of such repairs, alterations or improvements, leasing commissions and attorneys' fees) which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting but Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified, the Minimum Rent and all Additional Rent which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises.

(c) Landlord may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

(d) Except as provided in paragraph 25(e) below, Landlord shall be entitled to recover interest on any unpaid Rent at the highest rate provided by law.

(e) Suit or suits for the recovery of the amounts and damages set forth herein may be brought by Landlord, from time to time, at Landlord's election; and nothing herein shall be deemed to require Landlord to await the date that this Lease or the Term hereof would have expired had there been no such default by Tenant, or no such 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 anyone 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 of any 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 costs incurred by Landlord in

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connection with collecting any amounts and damages owed by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, shall also be recoverable by Landlord from Tenant. LANDLORD AND TENANT AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF THIS LEASE SHALL BE HEARD BY THE COURT SITTING WITHOUT A JURY, AND THEY HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY. In the event of default, in addition to all other remedies therefor, Landlord shall be entitled to receive from Tenant all sums the payment of which may previously have been waived by Landlord, or which may have been paid by Landlord, pursuant to any agreement by Landlord to grant Tenant a rental abatement or other monetary inducement or concession, including any tenant finish allowance and all other payments made by Landlord to or on behalf of Tenant, together with interest on such amounts at the rate of twenty-one percent (21%) per annum, from the date or dates such amounts were paid by Landlord or would have been due from Tenant but for the abatement, until finally paid or repaid.

## 26. DEFAULT BY LANDLORD

Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter reasonably prosecutes the same to completion.

## 27. RECONSTRUCTION

(a) Subject to the provisions of subparagraphs (b) and (c) below, in the event the Premises or any other portion of the Building is damaged by fire or other perils covered by extended coverage insurance, and such damage does not require structural demolition and reconstruction of all or part of the Building, Landlord agrees to forthwith repair such damage and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of Minimum Rent from the date of damage until completion of such repairs, based on the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises.

(b) In the event that any casualty requires structural demolition and reconstruction of all or part of the Building (whether or not such reconstruction involves any portion of the Premises), Landlord may, at its election, give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of a date specified in such notice not more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease and

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all interest of Tenant in the Premises shall terminate on the date so specified in such notice, and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination. In the alternative, Landlord may, by written notice to Tenant within such 60-day period, elect to repair or restore such damage, in which case the Minimum Rent shall be proportionately reduced as provided in subparagraph (a) above and this Lease shall continue in full force and effect; PROVIDED, HOWEVER, that Landlord shall have the right to alter the size and configuration of the Building in the course of such reconstruction, so long as the Building as reconstructed is an integrated architectural unit consistent with the specifications set forth in Exhibit "B" and the dimensions of the Premises are substantially the same as prior to such casualty.

(c) Notwithstanding anything to the contrary contained in this paragraph 27, Landlord shall not have any obligation whatsoever to repair any injury or damage by other cause to any leasehold improvements, fixtures or other personal property of Tenant, or to repair, reconstruct or restore the Premises or any other part of the Building when the damage resulting from any casualty occurs during the last nine months of the Term of this Lease or any extension thereof.

## 28. EMINENT DOMAIN

If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at it's option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If less than twenty-five (25%) percent of the Premises or the property is taken (or if more than 25% is taken but neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Property other than the Premises shall be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given (Tenant hereby assigning to Landlord any rights to the same), and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

## 29. SIGNS

Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities. Notwithstanding anything to the contrary contained in this Lease or otherwise, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design conforming to Landlord's sign criteria set forth in Exhibit "C" attached hereto. Upon expiration

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or earlier termination of this Lease, Tenant shall remove such signage and repair any damage to the Building fascia resulting from the installation and removal of Tenant's sign(s). Tenant may place a temporary sign in the premises for the first sixty (60) days of the Lease.

### 30. DISPLAYS

Tenant may not display or sell merchandise or allow grocery carts or other similar devices to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

### 31. AUCTIONS

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

### 32. HOURS OF BUSINESS

Tenant shall continuously during the entire Term hereof conduct and carry on Tenant's business in the Premises during the usual business hours of each and every business day as is customary for businesses of like character in the area in which the Property is located; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the control of Tenant ("Ordinary Business Hours"). Tenant shall keep the Premises adequately stocked with products and/or merchandise, and with sufficient personnel to care for the patronage, and to conduct said business in accordance with sound business practice. In the event of default or breach by Tenant of any of the conditions contained in this paragraph, Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Rent herein provided, but supplemental rent at the rate of one-thirtieth (1/30th) of the Minimum Rent herein provided for each and every day that Tenant shall fail to conduct its business as herein provided; such supplemental rent shall be deemed to be liquidated damages for Tenant's failure to conduct its business as herein provided. Tenant agrees that such liquidated damages are a reasonable estimate of damages, enforceable in accordance with the terms of this paragraph, and that such does not constitute a penalty.

### 33. RELOCATION

INTENTIONALLY DELETED.

### 34. ACCORD AND SATISFACTION

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No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as Rent, be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord. Tenant expressly waives any right it may have to claim that any payment due from Tenant to Landlord hereunder, which payment is less than the full amount due to the Landlord or claimed by Landlord, shall be deemed an accord and satisfaction. This waiver of Tenant's right to claim an accord and satisfaction shall be without regard to whether or not a dispute exists with regard to the amount claimed by Landlord. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the full amount due pursuant to this Lease shall be deemed to be other than on an account of Tenant toward the amount claimed by Landlord, nor shall any letter or statement accompanying any such payment be deemed an accord and satisfaction, and Tenant hereby waives its right to so claim. Tenant agrees Landlord under all circumstances retains all of its rights under this Lease unless and until it signs a written agreement expressly waiving or relinquishing any such rights.

### 35. SUPPLEMENTAL CONSTRUCTION

Landlord reserves the right from time to time to construct other buildings on portions of the Property with or without any new Common Area, and by including within the existing Shopping Center other properties now or hereafter owned, leased or controlled by Landlord adjacent to or near the Property, and constructing on such additional property buildings and Common Areas. In this event, such new buildings, properties and Common Areas shall, at the election of Landlord, be treated as though they were originally a part of the Property; provided, however, that in such event Tenant's Pro Rata Share of CAM Costs, Taxes and Insurance Costs shall be appropriately adjusted to include any additional square footage contained in such new buildings or comprising additional properties added to the Property. Until Landlord makes such election, CAM Costs, Taxes and Insurance Costs shall continue to be allocated as though such supplemental construction had not occurred.

### 36. GEOGRAPHICAL RESTRICTION

It is understood and agreed and it is a condition precedent to the execution of this Lease by Landlord, that Tenant acknowledges that the Shopping Center draws its customers from a large geographic area and that the success of the Shopping Center and income of Landlord from the Property are dependent upon high customer traffic. Tenant agrees that throughout the Lease Term it shall not suffer or permit any person or entity under its control or connected or affiliated with it, whether as partner, shareholder, lender, employee or otherwise, to engage, directly or indirectly, in or to sell or to rent products to, any business which is the same as, or similar to, or in competition with, Tenant's business in the Premises within any building or building complex, any portion of which is located within a radius of five (5) miles from any point on the perimeter

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of the Shopping Center. Tenant warrants and represents that by entering into this Lease, it will not be in breach of any restriction or agreement to which it is bound under any other lease or agreement to any other party.

### 37. SALE OF LIQUOR

Tenant shall not object and hereby consents to any application of any tenant (or their successors and assigns) to sell malt, vinous or spirituous liquors from its premises in the Shopping Center.

### 38. GROSS SALES REPORTS

Intentionally omitted

### 39. GENERAL PROVISIONS

(a) Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease shall not be effective or binding on any party until fully executed by all parties hereto and any required guarantors.

(b) Inurement. Upon full execution, the terms of this Lease shall be binding upon and inure to the benefit of, and shall be enforceable by, all parties hereto, their personal and legal representatives, guardians, successors and assigns to the extent, but only to the extent that assignment is provided for in accordance with, and permitted by, the provisions of this Lease.

(c) Plats and Riders. Exhibits, clauses, plats, riders and addenda, if any, affixed to or referred to in this Lease are hereby made a part hereof.

(d) Waiver .The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

(e) Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

(f) Gender and Headings. Throughout this Lease, where such meanings would be appropriate the masculine gender shall be deemed to include the feminine and the neuter and vice versa, and the singular shall be deemed to include the plural, and vice versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define or

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describe the scope of the Lease, or the intent of any provisions hereof.

(g) Time. Time is of the essence with respect to Tenant's obligations under this Lease.

(h) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(i) Recordation. Tenant shall not record this Lease but Landlord may do so or Landlord may record a short form memorandum thereof.

(j) Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Minimum Rent and scheduled Additional Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after the due date, then Tenant shall pay to Landlord (in addition to the subject Rent owed) a late charge equal to five percent (5%) per month on the outstanding balance or \$500, whatever is greater, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent when due hereunder. Tenant agrees that such late charges represent a fair and reasonable estimate of the additional cost that Landlord will incur by reason of the late payment of Tenant, enforceable in accordance with the terms of this paragraph, and that such does not constitute a penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or otherwise available at law or in equity.

(k) Entire Agreement. This Lease contains all of the agreements of the parties hereto, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose and none of the parties shall have any responsibilities, liabilities, or other affirmative duties, except as stated herein. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it has not relied on any promises, inducements, representations, warranties or agreements by Landlord or its agents (including but not limited to any real estate agents or brokers) not expressly set forth in this Lease (collectively, the "Representations"), including but not limited to any Representations as to the desirability or suitability of the Premises for the Permitted Use, to procure its agreement hereto. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES OF ANY OTHER KIND ARISING OUT OF THIS LEASE. No provision of this Lease may be amended or modified except by an agreement in writing signed by the parties hereto. The parties further acknowledge that this Agreement is contractual and not merely recital, and that they have read, understand ~~and~~ fully

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agree to the terms of this Agreement.

(l) Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to or is delayed in fulfilling any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, failure to obtain labor or materials at a reasonable cost, acts of God, war, terrorism, riot, weather, or any other cause beyond the reasonable control of Landlord.

(m) Partial Invalidity. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby; and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

(n) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(o) Governing Law. This Lease and all provisions contained herein shall be construed pursuant to the laws of the State of Colorado, and any questions regarding the validity of any section and/or paragraph contained herein shall be determined pursuant to the laws of the State of Colorado.

(p) Transfer by Landlord. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Property at the time in question. In the event of any transfer or transfers of the title to the Property, the Landlord herein named (and in the case of any subsequent transfers or conveyances, the then-grantor) shall be automatically released, from and after the date of such transfer or conveyance, from all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that the grantee assumes the duty to perform Landlord's covenants and obligations hereunder, and provided that any funds in which Tenant has an interest in the hands of Landlord or the then-grantor at the time of such transfer shall be turned over to the grantee.

(q) Subordination, Attornment. This Lease, at Landlord's option, shall be subordinate to any mortgage, deed of trust, ground lease or declaration of covenants regarding maintenance and use of any areas contained in any portion of the Property (regardless of whether they now exist or are hereafter placed upon the Property), and to any and all advances made under such mortgage or deed of trust and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees, with respect to any of the foregoing documents, that no documentation other than this Lease shall be required to evidence such subordination. If any holder of a mortgage or deed of trust shall elect for this Lease to be superior to the ~~lien~~ of its

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mortgage or deed of trust, and shall give written notice thereof to Tenant, then this Lease shall automatically be deemed prior to such mortgage or deed of trust, whether this Lease is dated earlier or later than the date of said mortgage or deed of trust or the date of recording thereof. Tenant agrees to execute such documents as may be further required to evidence such subordination or to make this Lease prior to the lien of any mortgage or deed of trust, as the case may be, and by failing to do so within ten (10) days after written demand, in addition to all of Landlord's available remedies, Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to do so. This power of attorney is coupled with an interest. Tenant hereby attorns to all successor owners of the Property, whether or not such ownership is acquired as a result of a sale through foreclosure of a deed of trust or mortgage, or otherwise. Notwithstanding the foregoing, Tenant shall only be obligated to subordinate its leasehold interest to any mortgage, deed of trust, ground lease or declaration of covenants now or hereafter placed upon the Property if the holder of such mortgage or deed of trust or the landlord under such ground lease or the declarant under such declaration of covenants will grant to Tenant a non-disturbance agreement, using the form of document then being employed by such holder, landlord or declarant for such purposes, which will provide that Tenant, notwithstanding any default of Landlord hereunder, shall have the right to remain in possession of the Premises described herein in accordance with the terms and provisions of this Lease for so long as Tenant shall not be in default under this Lease.

(r) Merger. The termination or mutual cancellation of this Lease shall not work as a merger, and such termination or mutual cancellation shall, at the option of Landlord, either terminate all subleases and subtenancies or operate as an assignment to Landlord of any or all of such subleases or subtenancies.

(s) Bankruptcy. Landlord and Tenant understand that notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, Landlord is entitled under the Bankruptcy Code to Adequate Assurance of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, "Adequate Assurance" shall include at least the following: (I) In order to assure Landlord that the proposed assignee will have the resources with which to pay the Rent called for herein, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the date this Lease became effective, increased by seven percent (7%), compounded annually, for each year from the Rent Commencement Date through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease; and (ii) Any proposed assignee of this Lease must assume and agree to be personally bound by the terms, provisions, and covenants of this Lease.

(t) Landlord's Assignment. The Tenant does specifically allow and permit the Landlord to execute an Assignment Agreement, including a General Assignment of rents, and to assign

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this particular Lease.

(u) Notices. Except as set forth below, all notices to be given hereunder by either of the parties shall be in writing. Any notice may be served by Landlord upon Tenant personally by delivering the same to an employee of Tenant, or to Tenant directly. Any notice shall be deemed duly served by either party if addressed as set forth below and (i) deposited with the United States Postal Service as certified mail, return receipt requested, with proper postage prepaid, or (ii) deposited with FedEx or other reliable overnight courier for expedited delivery. Either party may change the address to which the notices may be sent by delivering a copy thereof to the other party in the manner aforesaid. If service shall be made by certified mail, such service shall be deemed completed as of the third day following the mailing of such notice in the manner aforesaid.

To Landlord: Village at Castle Pines  
Colorado LLC,  
a Delaware limited liability company  
1333 W. 120<sup>th</sup> Avenue, Suite 111  
Westminster, Colorado 80234  
303.255.4700 Phone  
303.255.4755 Fax

To Tenant: SSLP Spa, LLC  
Woodhouse Day Spa  
880 Happy Canyon Road, Suite 130  
Castle Rock, CO 80108

And

Miller and Law  
1900 W. Littleton Blvd  
Littleton, CO 80120

(v) Tenant's Statement. Tenant shall at anytime and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing containing such statements as Landlord or any prospective purchaser or mortgagee of the Property may require, including, but not limited to: (a) certification that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) Tenant's acknowledgment that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) confirmation of the Rent Commencement Date and the expiration date of the Lease Term. Any such statement may be relied upon by the prospective purchaser or encumbrance of all or any portion of the

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Property. Tenant agrees to execute such statements and if it fails to do so within said three-day period, in addition to all of Landlord's available remedies, Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to do so. This power of attorney is coupled with an interest.

(w) Landlord's Interest in Property. Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to its interest in the Property and no other real, personal or other property of Landlord or of the owners of Landlord, or of any agents including employees, officers, directors, managers, partners, principals, affiliates, or related companies or other organizations of Landlord shall be subject to levy, attachment, or execution, or otherwise sued to satisfy any judgment. Tenant hereby waives any right to satisfy a judgment against Landlord except from Landlord's interest in the Property of which the Premises are apart.

(x) Time Period. For any approval, consent or other action required of Tenant herein for which no time period is specified, Tenant shall have no greater than fifteen (15) days to so approve, consent or take such action or such shall constitute an event of default and breach of this Lease.

(y) Authority. If Tenant is a corporation, partnership, trust or limited liability company, each individual executing this Lease on behalf of Tenant represents and warrants that Tenant is a duly authorized and existing entity, that Tenant is qualified to do business in the State of Colorado, that the entity has full right and authority to enter into this Lease, that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws, partnership agreement or operating agreement (as the case may be) of Tenant, and that this Lease is binding upon Tenant. In the event any such representation or warranty is false, all persons who execute this Lease shall be liable, individually, for all of Tenant's obligations under the Lease.

(z) Facsimile Signature. The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature. (aa) Rule of Construction. The Rule of Construction which provides that ambiguities in a contract are most strictly construed against the drafter shall not apply to this Lease. (bb) Survivability. Notwithstanding anything to the contrary contained in this Lease or otherwise, where the context of provisions of this Lease reasonably requires such an interpretation, or when provisions hereof require observance or performance by Landlord or Tenant subsequent to termination, those provisions of the Lease shall survive the termination of this Lease. (cc) Further Assurances. Tenant agrees to take whatever action or actions are deemed by Landlord reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Lease, and to that end, Tenant agrees that it will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Lease or any of the provisions hereof, or to carry out the intent of this Lease. (dd) Tenant Liability. The liability of Tenant pursuant to this Lease shall also include liability for any actions and/or omissions of Tenant's employees,

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other agents, invitees and/or its contractors. (ee) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

#### 40. BROKERS


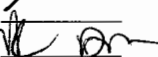
The parties agree that the Landlord shall pay the brokerage fees related to this transaction, and that the brokerage agencies involved in this transaction are Prime Management LLC (as Landlord's representatives) and Inverness Properties, LLC. The Landlord recognizes Jeremy Reeves and Bill Woodward as the exclusive representative of the Tenant and will pay a transaction fee to Inverness Properties, LLC upon completion of the transaction, pursuant to a separate agreement. Furthermore, each party agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation related to this transaction.

#### 41. ADDITIONAL PROVISIONS

The Lease is contingent upon Landlord being able to deliver the Premises to Tenant on or before September 15, 2011. Tenant shall occupy the premises when Landlord receives possession of premises. Landlord does not warrant that tenant improvements will have been completed at the time of Tenant occupancy. Landlord shall work diligently to complete tenant finish in a timely manner in accordance with Exhibit "B". Should Landlord not deliver the Premises, Tenant may terminate the lease and be refunded all prepaid Rent and Security Deposit money.

#### 42. SUMMARY OF BASIC LEASE TERMS

The Summary of Basic Lease Terms is provided for descriptive and convenience purposes only, and the parties agree that the Summary of Basic Lease Terms shall not constitute any agreement between them nor alter or affect any terms or provisions of this Lease.

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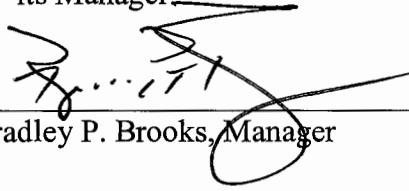
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as dated:

LANDLORD:

VILLAGE AT CASTLE PINES COLORADO LLC,  
a Delaware limited liability company

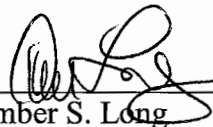
By: Village at Castle Pines LLC,  
a Colorado limited liability company,  
its Managing Member

By: Sidford Capital LLC,  
a Colorado limited liability company,  
its Manager

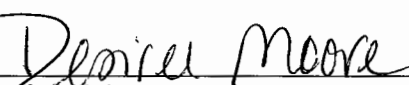
By:   
Bradley P. Brooks, Manager

TENANT:


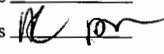
SSLP SPA, LLC

By:  member-manager Date: 8-4-11  
Amber S. Long SSLP SPA LLC

It's: member-manager

By:  Date: 8/4/11  
Desiree Moore

It's: Member Manager

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Tenant's Initials 

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**EXHIBIT "B"**  
**TENANT FINISH**

I. LANDLORD AGREES to provide and pay for work on the Premises as follows ("Landlord's Work"):

1. Landlord shall provide the following:

As shown on the attached floor plan; Exhibit A

- (a) Remove "Aspen Falls" signage from waterfall area
- (b) Demolish wall between rooms 104 and 105
- (c) Demolish two (2) existing doors and finish to create opening
- (d) New flooring in rooms 104 and 105 to be chosen by Tenant
- (e) Plumbing for four (4) pedicure chairs
- (f) New paint to match existing in rooms 104 and 105
- (g) Remove "Aspen Falls" exterior building signage
- (h) Repair all reasonable damage, not including normal wear and tear, caused by the prior tenant vacating the premises.

~~2. Landlord shall deliver the premises to Tenant in its "as is" condition.~~

II. TENANT AGREES to complete the Premises in the following manner:

- 1. To contract for the construction of (and pay for) all work not set forth as part of Landlord's Work above ("Tenant's Work"), and to also pay for any additional expenses (e.g., revisions to plans to architect, changes to Building occasioned by Tenant or governmental codes, etc.) not included as part of Landlord's original contract cost for said Building of which Tenant's Premises are apart.
- 2. To provide fixtures for the Premises in a manner comparable with stores of a similar nature, including installation of all interior fixtures and appropriate floor covering and wall treatment.
- 3. To provide, install, connect and maintain all signs at Tenant's expense prior to the Rent Commencement Date. Said sign plans shall be approved by Landlord prior to fabrication and Installation and shall conform to the sign criteria of the Shopping Center provided by Landlord (Exhibit "C").
- 4. To meet all other requirements necessary to open said Premises for the business herein authorized.
- 5. Within ten (10) days of Tenant's request, Landlord shall provide Tenant with construction drawings depicting the existing or to be constructed Premises but excluding Tenant's Work.
- 6. Within ten (10) days of receipt of the construction drawings, Tenant will submit a space plan which will comply with the following requirements which are intended to

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Tenant's Initials     *RC*

assist Tenant and Tenant's architect in defining all information required for Landlord's review of the space usages and evaluation of the improvements contemplated thereby:

- a. Inclusion of a complete description of all of Tenant's Work;
- b. The space plan will be drawn to 1/8" scale and may be produced on CAD equipment;
- c. Tenant will submit one reverse mylar sepia and two blue prints of the space plan with notes describing the general intent of the usage and the improvement requirements; and
- d. The space plan and notes thereon will depict the quality of the work which will not be less than the quality of the existing Building improvements.

7. Prior to commencement of any of Tenant's Work, Landlord must first in its reasonable discretion approve the space plan prepared on behalf of Tenant ("Approved Plan"). Additionally, commencement of Tenant's Work may only occur after: i) completion of Landlord's Work, ii) Tenant has provided to Landlord evidence of compliance with the insurance requirements set forth in Exhibit "B-1" (attached hereto and incorporated herein), and iii) Tenant has provided to Landlord a copy of its building permit.

8. After meeting the requirements set forth in Exhibits "B" and "B-1," Tenant is responsible for the diligent completion of all work in accordance with the Approved Plan. Tenant's use and occupancy of the Premises prior to the Rent Commencement Date is subject to all of the terms, conditions and provisions of the Lease, except for Tenant's obligation to pay Rent.

9. Any proposed changes to the Approved Plan may be made only by written request by Tenant to Landlord. Approval of any proposed changes is subject to the reasonable discretion of Landlord.

10. Neither Landlord's use or approval of any plans (including but not limited to the Approved Plan) nor Landlord's or its agents' participation in developing any plans shall create any responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with any laws, rules and regulations of governmental agencies or authorities having jurisdiction over the Premises now or hereafter in effect. No approval of Landlord shall be construed as a waiver of any of the other requirements or conditions set forth herein unless expressly so stated in a document signed by Landlord.

11. Tenant agrees to execute a contract(s) for Tenant's Work (the "Contract") with contractors and subcontractors reasonably satisfactory to Landlord (collectively, the "Tenant's Contractors") Tenant and Tenant's Contractors will be required to adhere to the requirements set forth in Exhibit "B-1" and such other requirements as Landlord imposes (collectively, the "Requirements"). The Contract will incorporate the provisions of the Requirements. Prior to execution of the Contract, Tenant will provide a copy to Landlord. Landlord will review the Contract for compliance with the Requirements within five (5) business days thereafter and advise further in writing. Following approval, Tenant will promptly commence and proceed diligently to complete Tenant's Work.

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12. Landlord has no obligation to Tenant or Tenant's Contractors in connection with Tenant's Work except as set forth herein.

13. Tenant will cause Tenant's Contractors to: (i) cooperate with contractors employed by Landlord who are completing work anywhere in the Shopping Center ("Landlord's Contractors") so as to not interfere with Landlord's Contractors, (ii) conduct work so as not to unreasonably interfere with other tenants in the Shopping Center, (iii) reach agreement with Landlord or Landlord's Contractors as to the terms and conditions for hoisting, systems interfacing, and use of temporary utilities; and (iv) deliver to Landlord such evidence of compliance with the provisions of this paragraph as Landlord may reasonably request.

14. Tenant assumes full responsibility for Tenant's Contractors' performance of all work including compliance with Applicable Laws (as defined in the attached Exhibit B-1), and for all Tenant's Contractors' property, equipment, materials, tools or machinery placed or stored in the Premises during the completion thereof. All such work is to be performed in a good and workmanlike manner consistent with first class standards.

15. In the event Tenant's Work includes any work involving in any manner the roof, fire sprinkler and/or fire alarm, Tenant agrees to only use Landlord's Contractors for any such work.

16. Tenant will indemnify, defend and hold harmless Landlord, Landlord's mortgagee, Shopping Center and/or Building manager, and Landlord's Contractors from and against liability, costs or expenses, including attorneys' fees on account of damage to the person or property of any third party arising out of, or resulting from the performance of the Tenant's Work, including, but not limited to, mechanics' or other liens or claims (and all costs associated therewith). Notwithstanding the preceding and without diminishing Tenant's obligations set forth above, Landlord reserves the right to select its own counsel in defending any such lien, claim, action or proceeding, and Tenant shall immediately reimburse Landlord upon demand for all fees and expenses incurred in connection therewith. The Tenant will also immediately repair or cause to be repaired at its expense all damage caused to the Premises and/or the Shopping Center by Tenant's Contractors or its subcontractors. Further, Landlord shall have the right to post and maintain any notices of non-liability.

17. Upon completion of all of Tenant's Work, Tenant agrees to submit to Landlord: (i) one reverse mylar sepia and two blueprint copies of the as built drawings (which show any changes to the Approved Plans), and (ii) a copy of the Certificate of Occupancy.

18. Tenant shall require Tenant's Contractors to execute lien waivers acceptable to Landlord contemporaneously with their receipt of payment, copies of which will immediately be delivered to Landlord.

19. Tenant designates and authorizes Doug McGary to act for Tenant in connection with matters concerning this Exhibit "B."

20. All notices required hereunder will be in writing in accordance with the terms and provisions for notices under subparagraph 39(u) of the Lease.

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21. Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Lease.

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Tenant's Initials     *ML*

**EXHIBIT "B-1"**  
**LANDLORD'S REQUIREMENTS**

The Contract will be subject to review and approval of Landlord and will fully incorporate the following provisions. In the event of any conflict between any provisions of the Contract and the provisions below, the provisions below will control.

1. The Contract will be in writing and will cover all aspects of the Tenant's Work. No Tenant's Work will be performed except pursuant to the Contract. Fully executed copies of the Contract will be delivered to Landlord. If Landlord determines that the Contract does not comply with the provisions hereof, it will immediately be corrected and no work will be commenced in the Premises until the deficiencies have been corrected. Following delivery of a copy of the Contract to Landlord and its approval, no modification will be effective unless and until a copy thereof has been delivered to Landlord for its review and approval.
2. Changes in the Approved Plan will be made only upon prior written approval of Landlord which will be deemed given if Tenant has not been informed otherwise in writing or by oral communication confirmed in writing within 5 days of Landlord's receipt of the requested changes.
3. Scheduling of Tenant's Work: The Contract will obligate Tenant's Contractors to perform Tenant's Work in accordance with time schedules acceptable to Tenant, Tenant's Contractors and Landlord. Any schedule proposed by Tenant's Contractors will be based upon Tenant's Contractors applying its best efforts to the Tenant's Work.
4. Tenant's Contractors will not knowingly perform Tenant's Work which will result in a lesser quality installation or provide inferior performance than that established by the base shell and core drawings and specifications covering similar work items. Landlord will have the right at any time during the performance of Tenant's Work or thereafter to require replacement and reconstruction at Tenant's expense of Tenant's Work not conforming to the standards and specifications in the Approved Plan.
5. Tenant and Tenant's Contractors will give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority relating to the performance of the Tenant's Work. If either party observes that any Tenant's Work is at variance with any applicable codes, ordinances, laws, rules and regulations (collectively, "Applicable Laws"), it will promptly notify the other party and Landlord in writing, and necessary changes will be made by Tenant. If Tenant's Contractors perform any Tenant's Work that it knows is contrary to Applicable Laws, and fails to deliver prior notice to Tenant and Landlord, Tenant's Contractors will assume full responsibility therefore and will bear all costs attributable to repair, replacement or correction. Tenant, Tenant's Contractors and its subcontractors will comply with federal, state and local tax laws, social security acts, unemployment compensation acts and such other acts and laws as are applicable to the performance of Tenant's Work.

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6. All risk of loss to all property of Tenant, Tenant's Contractors and its subcontractors will be the sole responsibility of Tenant, Tenant's Contractors and its subcontractors, and Landlord will have no responsibility therefore.

7. The following insurance requirements must be complied with prior to commencement of Tenant's Work:

a. Minimum Coverage -Prior to any Tenant's Work being commenced by Tenant's Contractors, it will obtain and maintain insurance with minimum coverage and limits to protect Tenant and Landlord from the claims hereafter set forth which may arise or result from Tenant's Contractors' performance of any Tenant's Work, whether such work is performed by Tenant's Contractors, its subcontractors, or by anyone for whose acts such parties may be liable as follows (subject to the provisions below, such limits may be provided by an appropriate "umbrella" policy):

(1) Workmen's Compensation and occupational disease insurance at the statutory limits provided for by the State of Colorado;

(2) Employer's liability insurance in an amount not less than \$100,000 for all damages arising from each accident or occupational disease;

(3) Commercial general liability insurance covering:

(i) Operations premises liability;

(ii) Owner's and Contractor's protective liability;

(iii) Completed operations;

(iv) Product liability;

(v) Contractual liability;

(vi) Broad form property damage endorsement and property damage caused by conditions otherwise subject to exclusion for explosion, collapse or underground damage.

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**(4) Insurance limits:**

(i) Bodily Injury: \$1,000,000 each occurrence;

\$1,000,000 aggregate completed operations products)

(ii) Property Damage: \$500,000 each occurrence;  
\$500,000 aggregate operations; \$500,000 aggregate  
protective; \$500,000 aggregate completed operations  
products

**(5) Comprehensive automobile liability insurance covering all  
owned, hired or non-owned vehicles including the loading and  
unloading thereof with limits of no less than:**

(i) Automobile Bodily Injury: \$500,000 each person;  
\$1,000,000 each occurrence;

(ii) Automobile Property Damage: \$500,000 each

person

b. Physical damage insurance covering the completed value of the  
Tenant's Work which will afford coverage against "all risks" for  
physical loss or damage.

c. Cancellation -All such insurance will be carried with a company  
satisfactory to Landlord and Tenant and the liability policy will name  
Landlord, Landlord's Mortgagee, and Tenant and their employees and  
agents as additional insured parties. Each policy will provide that it  
will not be cancelled or altered except after 15 days prior written  
notice to Tenant and Landlord, and the certificate of insurance will so  
state.

d. Policy Termination -Tenant's Contractors and each subcontractor  
will maintain all insurance required hereunder during the term of the  
Contract and for a period ending one year after the date of completion  
of all Tenant's Work done pursuant to the Contract to the extent such  
insurance is written in a "claims made basis."

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e. Policies -Prior to commencement of work by Tenant's Contractors, it will deliver one copy of the policies or certificates evidencing such insurance to Tenant and Landlord. Such policies must be approved by Tenant and Landlord prior to commencement of work.

Notwithstanding the above, Landlord may require greater coverage or larger limits by serving notice upon Tenant. Without the written consent of Landlord, Tenant's Contractors agree that it will not allow any subcontractor to commence work within the building until such subcontractor has obtained the required insurance.

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f. Umbrella Liability Insurance -Umbrella liability insurance with limits of liability for claims of bodily injury, personal injury and property damage liability not less than \$2,000,000 each occurrence and \$2,000,000 aggregate.

g. Waiver of Subrogation -Tenant and Tenant's Contractors will waive all rights against each other and the subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils available under the normal " All Risk" I.S.O. insurance policy on the work itself and the Building. [Upon receipt of evidence satisfactory to Landlord that all insurance required to be carried hereunder has been obtained, Landlord will, upon request of Tenant, execute a document evidencing its agreement to waive all rights it would otherwise have against Tenant or Tenant's Contractors for damage covered by its property insurance on the Building.]

8. Tenant's Contractors will indemnify, defend, and hold harmless Landlord, Landlord's Mortgagee, and their respective representatives, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of Tenant's Work or Tenant's Contractors' failure to perform in accordance with the Contract which are: a) caused in whole or in part by any negligent act or omission of Tenant's Contractors, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified hereunder, and b) attributable to bodily injury, sickness, disease or death, or destruction of or damage to tangible property including loss of use resulting from any of the foregoing acts. Tenant's indemnification obligation pursuant to this paragraph will not be limited by any

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limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. Tenant's Contractors and Tenant will agree that while Landlord may make available to Tenant's Contractors for incorporation into the Tenant's Work materials previously purchased by Landlord, Landlord is not the manufacturer of such materials nor is it the commercial supplier of such materials. Accordingly, Tenant and Tenant's Contractors will agree that if either one or both of them have any claim with respect to any of such materials supplied by Landlord for incorporation into the Tenant's Work, whether such claims relate to any alleged breach of an express warranty or an implied warranty or otherwise, any claims against Landlord whether directly or by way of defense, counterclaim, cross claim or offset are waived and released and such claims will be brought exclusively against the person or entity from whom Landlord purchased such

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materials or against the manufacturer. Landlord will execute such documents as may be reasonably necessary to permit the same and assign rights Landlord would otherwise have against a supplier or manufacturer.

10. Landlord or Tenant may require Tenant's Contractors to provide payment and performance bonds for any or all Tenant's Work, such bonds to be provided at Tenant's expense. Any bond will be requested and provided prior to commencement of Tenant's Work.

11. If Tenant's Contractors are adjudicated a bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of Tenant's Contractors' insolvency, or if Tenant's Contractors persistently or repeatedly refuse or fail, except in cases where delay is justified, to supply enough properly skilled workmen or proper materials or if Tenant's Contractors persistently disregard Applicable Laws, or otherwise is guilty of a substantial violation of a provision of the Contract, Tenant may, without prejudice to any right or remedy and after giving Tenant's Contractors and their surety, if any, 7 business days' written notice, terminate the Contract and take possession of all materials, equipment, tools, construction equipment and machinery owned by Tenant's Contractors and will thereafter complete the Tenant's Work by whatever method it may deem expedient. In such case, Tenant's Contractors will not be entitled to receive any further payments until completion of all Tenant's Work; provided, however, that Tenant's actions will not release Tenant's Contractors from any obligations to Tenant arising from its performance or

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nonperformance prior to the date of such termination. Following completion, Tenant will pay Tenant's Contractors an amount equal to the aggregate of the amounts actually due under the Contract at the time of the termination, less the cost to Tenant of completing the Tenant's Work.

12. Prior to commencement of any Tenant's Work in the Premises, Tenant's Contractors will give written notice to Landlord and Tenant of the date work will commence. If a subcontractor or materialman files a mechanics' lien as a result of performing Tenant's Work pursuant to the Contract, then, provided Tenant's Contractors have been paid for such work, Tenant's Contractors will indemnify and defend Tenant and Landlord from said lien and will, when requested by Tenant or Landlord, furnish (as Landlord or Tenant may specify) either a bond sufficient to discharge the lien, deposit in an escrow approved by Landlord and Tenant a sum equal to 150% of the amount of such lien or obtain for Landlord an endorsement through Landlord's title policy insuring against loss or damage resulting from such lien. Subject to any restrictions of Landlord's Mortgagee on the Building, Tenant's Contractors may, in cooperation with Landlord and Tenant, contest the validity of a mechanics' lien, including the right to prosecute any appeals so long as during the pendency of any contest, Tenant's Contractors will effectively stay any official or judicial sale of the Building, upon execution or otherwise, and so long as Tenant's Contractors immediately pay any final judgment entered and procures record satisfaction thereof. If Tenant or Landlord is a party to any such contest, or any other action resulting from or arising out of the performance of the Tenant's Work, Tenant's Contractors will pay all attorneys' fees and other costs and expenses incurred by Landlord and Tenant in such action. If Tenant's Contractors fail to provide a bond, cash escrow or title endorsement, or otherwise fails to fully satisfy and obtain the

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release of a lien in accordance with the provisions hereof, Tenant's Contractors will be obligated to refund Tenant or Landlord, as the case may be, all monies that the latter may pay in discharging any such lien including costs and reasonable attorneys' fees incurred in settling, defending against, appealing or in any other manner dealing with any such lien.

13. Tenant's Contractors will warrant and agree at their expense to correct or cause to be corrected any defects in the Tenant's Work (including, but not limited to, defects due to defective workmanship or materials whether supplied, installed or performed by Tenant's Contractors or any subcontractor or supplier) which occur within one year after Tenant's Contractors has substantially completed the Tenant's Work, including completion of all punchlist items, or for such longer period as may be set forth in the Approved Plan. Tenant's Contractors will require a similar warranty in all subcontracts, and will deliver to Landlord and Tenant together with appropriate assignments, if

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required, all warranties of subcontractors and suppliers. All warranties will extend to both Landlord and Tenant, as their respective interests in such Tenant's Work exist pursuant to the Lease.

14. Tenant's Contractors will: (a) comply with all reasonable rules relating to construction activities in the Building promulgated by Landlord or Landlord's Contractors; (b ) be responsible for reaching agreement with Landlord as to the conditions for use of the elevators, systems interfacing, use of temporary utilities, access to the Premises and use of truck docks and storage areas.

15. Landlord and Landlord's Contractors may, from time to time, inspect or perform work within the Premises. Such inspections or work will not conflict with Tenant's Contractors' work unless it is necessary for completion of Landlord's Work, or is an emergency situation. Landlord may suspend Tenant's Contractors' work in the Premises if such work, in the opinion of Landlord or of Landlord's Contractors, presents a danger to life, safety, or property, or in an emergency situation.

16. Tenant will give Landlord reasonable prior notice of all inspections, punchouts and other reviews during the course of construction so that Landlord may observe such events. Landlord will be likewise informed of all Building Department inspections and requirements for issuance of the Certificate of Occupancy for the Premises. Landlord's observation of any such events will, in no event be construed or interpreted as a review or approval by Landlord of any such work nor will it prevent Landlord, if it thereafter discovers any deficiency in such Work, from requiring correction. Tenant's Contractors will be solely responsible for obtaining a Certificate of Occupancy and will submit to Landlord the original prior to Tenant's occupancy of the Premises for the purpose of conducting business.

17. Landlord's engineer or other agent will have the option of reviewing all equipment and materials to be used in the construction of the Tenant's Work and all work prior to Tenant move-in. Such review will in no event constitute approval by Landlord.

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18. All services and work performed in the Premises and all materials and personal property delivered to the Premises will be performed or delivered, as the case may be, only by persons covered by a collective bargaining agreement with the trade having jurisdiction over the work.

19. Tenant's Contractors shall all execute lien waivers acceptable to Landlord contemporaneously with their receipt of payment.

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20. Tenant's Contractors will not store materials or supplies in or outside the Building (other than within the Premises) without the prior approval of Landlord.

21. All deliveries except hand-held items must be taken to the floors via the freight elevator and not the passenger elevators. The passenger elevators are only for passenger use not for freight or handcarts.

22. Tenant's Contractors will provide at all times direct supervision of all work being performed for Tenant.

23. Tenant's Contractors will cooperate with Landlord in disposing refuse resulting from the Tenant's Work. This may include the use of Landlord's dumpster and a proration of charges associated with such use or at Landlord's option at Tenant's expense the placement of Tenant Contractor's dumpster at a location specified by Landlord.

24. If any legal action or arbitration proceeding is commenced to enforce the provisions of the Contract or to recover damages as a result of the alleged breach of the provisions thereof, the prevailing party will be entitled to recover all reasonable costs incurred in connection therewith, including attorneys' fees.

25. The Contract will be construed in accordance with the laws of the State of Colorado.

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EXHIBIT "C"

SIGN CRITERIA

This criteria is established on the proven principle that the success of the Shopping Center as a whole better ensures that individual merchant his own success. Adherence to criteria set forth herein helps establish an appearance of orderliness and neatness associated with any successful business. Architectural coordination of signs also adds a feeling of professionalism to the entire Shopping Center for the benefit of all concerned. Conformance with these criteria will be strictly enforced, and any installed non-confirming or unapproved signs must immediately be brought into conformity at the expense of Tenant.

I. GENERAL REQUIREMENTS:

- A. Each Tenant shall submit to the Landlord for approval three (3) signed and dated copies of a detailed shop drawing of all proposed signage and/or graphics prior to fabrication. The drawing shall indicate location, size, and style of lettering, material, installation details, color, logo design, and layout design. Drawings shall include an elevation specifying location of Tenant's signage on sign band area. The drawings must also make clear that Tenant understands and will adhere to the fabrication procedures outlined below. No approval of any aspect of Tenant's sign shall be construed as a waiver of any of the other criteria or conditions set forth herein unless expressly so stated in a document signed by Landlord.
- B. Tenant shall be solely responsible for obtaining all sign approvals and installation permits from governmental authorities and for assuring that all signs and their installation comply with all government ordinances and all local building, zoning and electrical codes. Tenant shall also be solely responsible for obtaining all approvals required under any other public restrictions or private covenants applicable to the Property. Nothing in these criteria shall exclude (or imply a waiver of) the requirements by and such governmental authorities, other public representative or private individual or entity.
- C. Tenant shall be responsible at Tenant's expense for the fulfillment of all requirements and specifications as prescribed by Landlord and/or any necessary governmental authority.
- D. All signs shall be constructed and installed, including electrical hook-up, at Tenant's expense. Tenant's contractor will supply electrical junction box and time clock for Tenant's sign hook up. No cost to Tenant for this work to be performed by Tenant's contractor.

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E. All tenants are obligated to have a sign and all signs shall be reviewed for conformance with the criteria set forth herein and overall design quality. Landlord shall be the judge in its sole discretion of whether a sign submittal adequately conforms to the restrictions and requirements of the Lease including Exhibit "C." However, Landlord assumes no responsibility or liability for approval or disapproval of Tenant's sign by any other public authority or private individual or entity.

F. Letter style and color are not restricted; however, a qualified Graphics Artist should be consulted to ensure readability and compatibility with the overall project. Wording on the sign shall not include the product or service sold, except as a part of the Tenant's trade name or insignia. Logos are permitted.

II. GENERAL SPECIFICATIONS:

To Be Determined by Landlord at a later date.


IV. MISCELLANEOUS REQUIREMENTS:

A. If required by the U.S. Post Office, Tenant may install on the storefront, its street number in the exact location and/or size, type and color of numbers stipulated by Landlord.

B. Upon removal of Tenant's sign, Tenant at its sole expense, shall plug and patch the penetrations into the building structure so as to make watertight and so as to match the adjacent finish in a manner satisfactory to Landlord.

C. It is the Tenant's sole responsibility to obtain Landlord's written approval prior to manufacture of the above sign. Landlord reserves the right to remove any unapproved signage.

D. Landlord assumes no liability as the result of approval or disapproval of Tenant's sign. Tenant is solely responsible for construction and design-

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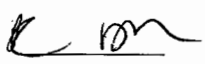
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EXHIBIT "E"  
Exclusive Use Rights

1. Shopping Center Lease Dated May 30, 2008, between Landlord and Village Fitness at Castle Pines, Inc., doing business as VILLAGE FITNESS, Tenant, as to 880 Happy Canyon Road, Suite 100, Castle Rock, Colorado 80108.

Permitted Use: Adult health & fitness, including but not limited to: Exercise Equipment Sale, Weight Loss Products, Personal Training, Tanning, Supplements (pill, powders, shakes), Yoga/Pilates, Martial Arts, Boxing, or any other fee-based exercise program. Tenant, as an incidental use, will also be able to sell snacks, water, energy drinks, exercise apparel, exercise equipment and accessories for home use.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to fitness services.

2. Shopping Center Lease Dated February 3, 2003, between Landlord and GARDEN PATH FLORISTS, a Colorado Corporation, doing business as Garden Path Florist Inc. Tenant, as to 872 Happy Canyon Road, Suite 200, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate exclusively as a flower shop with fresh flowers & houseplants as exclusive merchandise and gifts & silk flowers as optional.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to fresh flowers and houseplants.

3. Shopping Center Lease Dated April 29, 2003, between Landlord and 872 Happy Canyon Road, Suite 100 Inc. d/b/a Rodney's Restaurant, a Colorado corporation, Tenant, as to 872 Happy Canyon Road, Suite 100, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate exclusively a restaurant specializing in neighborhood medium priced American pub and restaurant cuisine.

Exclusive use Rights: Landlord shall not lease space in Shopping Center to any other Tenant offering neighborhood medium priced American pub and restaurant cuisine, including by way of example and not limitation, Lazy Dog Sports Grill, Bennigan's, Black Eyed Pea, Brooklyn's, C.B. & Potts, Friday's, Chili's, and Hops.

4. Shopping Center Lease Dated December 5, 2003, between Landlord and Visions at Happy Canyon LLC, a Colorado limited liability company as assignee of Terry Menning and/or Salon 880 at the Canyon, doing business as Salon 880 at the Canyon, Tenant, as to 880 Happy Canyon Road, Suite 140, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate exclusively as a hair salon and be permitted to have one manicure table only.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to hair cutting, styling,

coloring and related products; and liquid tanning only.

5. Shopping Center Lease Dated March 15, 2004 between Landlord and Nails & Care, Tenant, as to 880 Happy Canyon Road, Suite 115, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate exclusively as a manicure and pedicure salon with the exception of the right of the Salon 880 to have one manicure table, and Woodhouse Day Spa to offer feet conditioning and pedicures which may or may not include polish and options similar to footbaths, exfoliating scrubs, pressure point massages, chemical infusions, therapeutic soaks, conditioning, callous reduction, and cuticle wrangling.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to the normal duties of a nail salon, with the exception of those items and Tenants listed above.

6. Shopping Center Lease Dated May 5, 2004 between Landlord and Anthony's Pizza & Pasta, a Colorado corporation, Tenant, as to 880 Happy Canyon Road, Suite 105, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a Pizzeria Restaurant & Tavern serving pizza, pasta, calzones, hot sub sandwiches, and Italian cuisine.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering cuisine such as hot sub sandwiches, pizza, and calzones subject to incidentals as served by the Fresh Market and other restaurants within the Shopping Center.

7. Shopping Center Lease Dated September 6, 2004 between Landlord and Jimmy's Photos.com Inc., Tenant, as to 858 Happy Canyon Road, Suite 120, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a photography studio.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property nor any other property owned by Landlord within a one (1) square mile radius of the shopping center to any other Tenant offering services of a photography studio. Tenant shall have Exclusive use of the name "Jimmy" and Jimmy's" to all other tenants at the Property.

8. Shopping Center Lease Dated January 26, 2006 between Landlord and MIYO, Tenant, as to 858 Happy Canyon Road, Suite 110, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a Café style restaurant offering breakfast and lunch..

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the shopping center to any other Tenant offering services and goods of a bakery and coffee shop.

9. Shopping Center Lease Dated April 25, 2005 between Landlord and Tony's Meats Incorporated, Tenant, as to 874 Happy Canyon Road, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a specialty grocery store, including the sale of meat, seafood, bakery items, delicatessen items, fresh produce, kitchen wares, specialty foods and related items.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the shopping center to any other Tenant offering services and goods of a bakery and coffee shop. The exclusivity of selling bakery items & coffee shall be waived for the market (Tony's Meats & Specialty Foods) located at 874 Happy Canyon Road. Tony's will have the right to sell Pies, Cakes, Cheesecakes, Tarts, Bakery Piece Goods (including brownies, cake & pie slices, cookies, etc.), Breads & Rolls, Croutons, etc.. Tony's agrees not to sell or promote any breakfast baked items such as muffins, danishes, cinnamon rolls, etc. or sell Espresso Bar items. Tony's will have the right to sell fresh brewed coffee and bulk coffee. During the term of this Lease, including any extension hereof, Landlord agrees not to permit any other tenant of the Property or of any other Property owned by Landlord within a one mile radius of the Property, to conduct any business substantially similar to a specialty grocery store.

10. Shopping Center Lease Dated February 2, 2005, between Landlord and Good Life LLC, a Colorado limited liability company, Tenant, as to 872 Happy Canyon Road, Suite 110, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a specialty wine and spirits shop.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services of a wine or spirits shop.

11. Shopping Center Lease Dated February 8, 2005, between Landlord and Rein Enterprises Inc., Tenant, as to 862 Happy Canyon Road, Suite 100, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a retail and wholesale jewelry manufacturing and repair shop.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services of a fine jewelry and watch shop.

12. Shopping Center Lease dated July 22, 2002, between Landlord and In Kim/Castle Pines Cleaners as to 872 Happy Canyon Road, Suite 115, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a dry cleaning store with alterations.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant offering services of a dry cleaning store.

13. Shopping Center Lease dated March 3, 2007, between Landlord and Castle Rock Eyewear as to 856 Happy Canyon Road, Suite 110, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as an Optical store.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant whose business is an Optical store.

14. Shopping Center Lease dated July 24, 2008, between Landlord and My Kid Brainiac, Inc. D/B/A My Music Skool as to 858 Happy Canyon Road, Building G, Suite 140, Castle Rock, Colorado 80108.

Permitted Use: Tenant shall use the Premises solely to operate as a Music & Theory Lessons and Instructions store. Including Music Camps, Recitals. Sale of Music books, instruments, gift items and other music supplies.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant whose business activities are similar to the use dictated above.

15. Shopping Center Lease dated July 30, 2009, between Landlord and Village Marketing Associates, LLC, a Colorado limited liability company, d/b/a Fuller Castle Pines Sotheby's International Realty as to 858 Happy Canyon Road, Building G, Suite 100, Castle Rock, Colorado 80108.

Permitted Use: Tenant shall use the Premises a residential real estate office.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant whose business activities are similar to the use dictated above.

16. Shopping Center Lease dated August 15, 2009, between Landlord and The Pet Place Inc. as to 858 Happy Canyon Road, Building G, Suite 145, Castle Rock, Colorado 80108.

Permitted Use: Tenant shall use the Premises a Pet food and associated product store.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant whose business activities are similar to the use dictated above.

17. Shopping Center Lease Dated February 22, 2004 between Landlord and Woodhouse Day Spa, Tenant, as to 880 Happy Canyon Road, Suite 130, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate exclusively as a medical spa and wellness center, and shall be permitted to do pedicures and natural nail manicures (not acrylics).

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property

to any other Tenant offering primary services, including, but not limited to facials, massages, laser treatments excluding those licensed by MD's, cosmetic injections, endermologie, microdermabrasion, chemical peels, acupuncture, bone density testing, body treatments, waxing, and other holistic and alternative treatments, as well as the selling of elixirs and herbs. This exclusive however, does not apply to body products and other products.

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112  
Dr 97-

GUARANTY OF LEASE

In order to induce Village at Castle Pines Colorado LLC a Delaware Limited Liability Company ("Landlord") to enter into that certain Shopping Center Lease dated August 3, 2011, (the "Lease") with SSLP Spa, LLC ("Tenant") and other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the undersigned Amber Shay Long and Desiree Moore (individually and collectively referred to as "Guarantor") hereby makes the following agreements with and in favor of Landlord:

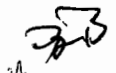
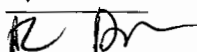
1. Guarantor acknowledges that Landlord would not enter into the Lease without this Guaranty and Guarantor's warranty and representation that Guarantor when signing this Guaranty, benefits and is receiving reasonably equivalent value through Tenant entering into the Lease.

2. Guarantor hereby guarantees, unconditionally and absolutely, the full and faithful payment of the Rent and all other monetary obligations of Tenant payable under the Lease as well as the full and faithful performance and observance of all the other covenants, terms, and conditions of the Lease to be performed and observed by Tenant.

3. If the Lease shall be modified in any respect by agreement between Landlord (which in this Guaranty shall also include any successors and assigns of Landlord) and Tenant (including but not limited to any assignment(s) of the Lease or subletting(s) of all or part of the Premises), Guarantor hereby consents to any such modifications and the obligations herein of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all the covenants, terms and conditions of the Lease and to any such modification thereof.

4. If the Lease shall be renewed or its term extended for any period beyond the date specified in the Lease for the expiration of said Term, either pursuant to any option granted under the Lease or otherwise, or if Tenant holds over beyond the Term of the Lease, Guarantor hereby consents to any such renewal, extension or holding over and the obligations herein of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all the covenants, terms and conditions of the Lease including the entire period of any such renewal, extension and/or holding over.

5. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is an absolute and unconditional guaranty of payment (and of performance) and not of collection, and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Guarantor waives any right to require that any action be brought against Tenant, as the obligations of Guarantor are independent of the obligations of Tenant.

Landlord's Initials   
Guarantor's Initials 

6. Guarantor does not require any notice of Tenant's nonpayment, nonperformance, or non-observance of the covenants, terms and conditions of the Lease. Guarantor hereby expressly waives the right to receive such notice.

7. Guarantor expressly agrees (without in any way limiting his liability under any other provision of this Guaranty) that Guarantor shall, at the request of Landlord, enter into a new lease with Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, for a term commencing on the termination date of the Lease and ending on the expiration date of the Lease, if the Lease shall be terminated due to a default by Tenant thereunder.

8. The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

9. Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty, (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under this Lease, and (c) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor herein.

10. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor herein shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by relief of Tenant from any of Tenant's obligations under the Lease or otherwise by (a) the release or discharge of Tenant in any creditors' proceedings, receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute or from the decision in any court, or (c) the rejection or disaffirmance of the Lease in any such proceedings.

11. Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Tenant.

12. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty.

Landlord's Initials

RB

Guarantor's Initials

AB

13. Guarantor irrevocably appoints Tenant as his agent for service of process related to this Guaranty.

14. Guarantor shall pay all of Landlord's expenses, including but not limited to, attorney's fees, incurred in enforcing this Guaranty.

15. The Lease and this Guaranty shall be governed by, interpreted under the laws of, and enforced in the courts of the State of Colorado.

16. This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns and legal representatives of Guarantor, and shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and the holder of any mortgage to which the Lease may be subject and subordinate from time to time.

17. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit or other credit in favor of the Tenant may be applied to cure any Tenant default or offset any damages incurred by Landlord under the Lease, as Landlord determines in its sole and absolute discretion, and Landlord shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Landlord against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit or credit, or Landlord's application thereof.

18. Guarantor signs this guarantee personally and not as a representative or officer of any company, corporation, partnership, trust or any other organization or entity.

19. Guarantor hereby waives any and all defenses based in whole or in part on suretyship or impairment of collateral.

20. This Guaranty is a continuing guaranty and the obligations of Guarantor pursuant to this Guaranty shall survive any termination of the Lease and shall continue until all of Tenant's obligations under the Lease are fully performed.

21. Guarantor agrees to deliver to Landlord, its successors and assign no more than twice during any twelve (12) month period, within five (5) days after the request therefore by Landlord, copies of Guarantor's consolidated financial information for the twelve (12) months immediately preceding the date of request. Landlord shall have the right to disclose such financial statements to

Landlord's Initials                       
Guarantor's Initials

prospective purchasers of the Premises or lenders of Landlord (or its affiliates) provided that any such prospective parties agree to keep such information confidential and not to use such information except in connection with its evaluation, purchase or financing of the Premises.

22. If any clause or provision of the Guaranty is illegal, invalid or unenforceable under present or future laws effective during the period of this Guaranty, then and in that event, it is the intention of the parties hereto that the remainder of the Guaranty shall not be affected thereby; and it is also the intention of the parties to this Lease that is illegal, invalid or unenforceable, there shall not be effected thereby; and it is also the intention of the parties to this Guaranty that in lieu of each clause or provision of this Guaranty that is illegal, invalid or unenforceable, there shall be added as a part of this Guaranty a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

23. Landlord may without notice assign this Guaranty.

24. The Rule of Construction which provides that ambiguities in a contract are most strictly construed against the drafter shall not apply to this Guaranty.

25. Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Lease.

26. If more than one individual executes this Guaranty, the obligations of the undersigned are joint and several.

27. In the event Tenant has not been in default of the Lease at any time during the first Twenty Four (24) months of the lease term, the Guaranty of lease may be waived by Tenant depositing an additional Five Thousand Dollars (\$5,000) for a total security deposit of Nine Thousand Six Hundred Twenty Six Dollars (\$9,626.00). In the event Tenant does not timely deposit additional Five Thousand Dollars (\$5,000) security deposit with the Landlord by the last day of the Twenty Fifth (25<sup>th</sup>) month, the Guaranty shall remain in full force and effect for the lease term.

Landlord's Initials

Guarantor's Initials

GUARANTOR:

**AMBER SHAY LONG**

Amber Long                      8-4-11  
Signature                                      Date

920 933 8273  
Telephone

504 88 8126  
Social Security Number

012570902                      CO  
Driver License Number                      State

828 S Dudley St  
Home Address

Littleton CO 80120  
City, State Zip

Landlord's Initials AS  
Guarantor's Initials AS

GUARANTOR:

**DESIREE MOORE**

Desiree Moore      8/4/11  
Signature                      Date

720 810 5030  
Telephone

524-37-4961  
Social Security Number

970337028                      CO  
Driver License Number                      State

21524 E. Layton Dr  
Home Address

Aurora CO 80015  
City, State Zip

Landlord's Initials [Signature]  
Guarantor's Initials DM

## Exhibit 1

### LEASE ADDENDUM TERMS

(a) Landlord acknowledges that Tenant is a franchisee of The Woodhouse SPAS Corporation, a Texas corporation ("Franchisor"), and that the spa located at the Premises ("Unit") is operated under The Woodhouse Day Spa franchise system, pursuant to a franchise agreement ("Franchise Agreement") between Tenant and Franchisor. Landlord consents to Tenant's use at the Premises of such marks and signs, decor items, color schemes and related components of the Woodhouse Day Spa system as Franchisor may prescribe for the Unit. During the term of the Franchise Agreement, the Premises may be used only for the operation of the Unit.

(b) Landlord agrees to furnish to Franchisor copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord shall give Franchisor written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord shall give Franchisor further written notice of such failure ("Franchisor Notice"). Following Franchisor's receipt of the Franchisor Notice, Franchisor shall have the right (but not the obligation) to cure Tenant's default before Landlord shall exercise any of Landlord's remedies arising as a consequence of Tenant's default. Any such cure shall be effected within five (5) days following Franchisor's receipt of the Franchisor Notice. Such cure by Franchisor shall not be deemed to be an election to assume the terms, covenants, obligations and conditions of the Lease.

(c) If Franchisor cures Tenant's default, or if Franchisor notifies Landlord that the Franchise Agreement has been terminated (which termination shall constitute a non-curable default pursuant to the Lease upon Landlord's receipt of Franchisor's notice thereof) and Franchisor executes the rights granted in section (d) 1 of this addendum, Landlord agrees, upon Franchisor's written request, to assign to Franchisor any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and shall cooperate with Franchisor in order to pursue such action to a conclusion.

(d) If Franchisor cures Tenant's default or notifies Landlord of the termination of the Franchise Agreement, Franchisor shall have the right and option, upon written notice to Landlord, to do the following:

1. Undertake to perform the terms, covenants, obligations and conditions of the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed three (3) months from the first (1<sup>st</sup>) date of any cure by Franchisor; or

2. At any time within or at the conclusion of such three (3) month period, assume the terms, covenants, obligations and conditions of the Lease for the remainder of the term, together with any applicable renewal options. In such event, Landlord and Franchisor shall enter into an agreement to document such assumption. Franchisor is not a party to the Lease and shall have no liability under the Lease unless and until said Lease is assigned to, and assumed by, Franchisor as herein provided.

(e) If, during the three (3) month period set forth in section (d)(1) above or at any time after the assignment contemplated in section (d)(2), Franchisor shall notify Landlord that the franchise for



the Unit is being granted to another Woodhouse Day Spa franchisee, Landlord shall permit the assignment of the Lease to said franchisee without the payment of any fee or other cost requirement, provided that said franchisee meets Landlord's financial qualifications. Thereafter, Franchisor shall be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this section.

(f) Landlord and Tenant will not amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Franchisor.

(g) Franchisor shall have the right to enter the Premises to make any modification or alteration necessary to protect the Woodhouse Day Spa system and marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort. Landlord shall not be responsible for any expenses or damages arising from any such action by Franchisor. Tenant hereby releases, acquits and discharges Franchisor and Landlord, their respective subsidiaries, affiliates, successors and assigns and the officers, directors, shareholders, partners, employees, agents and representatives of each of them, from any and all claims, demands, accounts, actions and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now has, or may hereafter have by reason of any event, transaction or circumstance arising out of or relating to the exercise of Franchisor's rights pursuant to the Addendum.

(h) All notices sent pursuant to this Addendum shall be sent in the manner set forth in the Lease, and delivery of such notices shall be effective as of the times provided for in the Lease. For purposes of notice under the Lease, Franchisor's mailing address shall be One O'Connor Plaza, 12<sup>th</sup> Floor, Victoria, Texas 77901, Attention: President, which address may be changed by written notice to Landlord in the manner provided in the Lease.

SSLP SPA, LLC  
DBA THE WOODHOUSE DAY SPA - LONE TREE  
9515 PARK MEADOWS DR. UNIT E  
LONE TREE, CO 80124

2037

August 4 2011



The Village at Castle Pines Village, Colorado, LLC

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FOR Rent/Deposit

Diane Moore

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**AMENDMENT TO  
THE VILLAGE AT CASTLE PINES, DOUGLAS COUNTY, COLORADO  
SHOPPING CENTER LEASE**

**TENANT: SSLP SPA, LLC**

The Amendment to the Village at Castle Pines, Douglas County, Colorado Shopping Center Lease, Tenant: SSLP SPA, LLC (the "Amendment") is entered into this 15<sup>th</sup> day of October, 2015, by and between SSLP SPA, LLC, a Colorado limited liability company ("Tenant") and CASTLE PINES PROPERTY LLC ("Landlord"). Tenant and Landlord will collectively be referred to as the "Parties".

Tenant and Landlord's predecessor in interest, Village at Castle Pines Colorado LLC, entered into that certain The Village at Castle Pines, Douglas County, Colorado Shopping Center Lease on or about August 3, 2011, as amended (collectively, the "Lease"), for space at 880 Happy Canyon Road, Suite 130 (the "Premises") and,

The current Expiration Date of the Lease is November 30, 2016. In lieu of exercising Tenant's first option to extend the Lease Term for the first Option Term, Landlord and Tenant desire to provide for a current extension of the Term, which will include Tenant's first Option Term, and Landlord and Tenant desire to fix the amount of Minimum Rent payable in each year of the extended Term.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereto agree to amend the Lease as follows:

1. Landlord and Tenant agree that, effective ~~September~~ <sup>October</sup> 1, 2015, the Term of the Lease is extended for a period of seven (7) years to ~~August 31, 2022~~ <sup>September 30, 2022</sup>, which includes the first Option Term. The second Option Term is not amended hereby, and shall remain for a period of five (5) years after the Term as extended by this Amendment, if the second Option Term exercised by Tenant.
2. During the extended Term, Tenant shall pay to Landlord Minimum Rent, as follows (the "Months" below refer to the months of the extended Term commencing on September 1, 2015):

<u>Month(s)</u>	<u>Rate PSF</u>	<u>Per Annum</u>	<u>Monthly</u>
Month 1	Free Rent, see Section 4 below		
Months 2-12	\$21.50	\$70,219.00	\$5,851.58
Months 13-24	\$22.50	\$73,485.00	\$6,123.75
Months 25-36	\$23.50	\$76,751.00	\$6,395.92
Months 37-48	\$24.50	\$80,017.00	\$6,668.08
Months 49-60	\$25.50	\$83,283.00	\$6,940.25
Months 61-72	\$26.50	\$86,549.00	\$7,212.42
Months 73-84	\$27.50	\$89,815.00	\$7,484.58

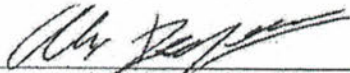
3. Additional Rent shall be payable during the first Option Term as provided in the Lease. Landlord's estimate of the current total cost for all Additional Rent is \$7.48 per square foot per year.

4. Notwithstanding the provisions of Section 3 of this Amendment, Tenant shall not be required to pay Minimum Rent for the month of ~~September~~ <sup>October</sup> 2015. Additional Rent shall be due for that month, however. AK
5. Tenant intends to undertake improvements to the Premises, upon approval by Landlord ("Tenant's Work"). Landlord agrees to contribute \$7,000.00 (the "Allowance") towards the completion of Tenant's Work by Tenant. Landlord shall pay Tenant the Allowance within 30 days after Tenant provides Landlord paid receipts and final lien waivers for Tenant's Work.
6. Except as modified by the provisions of this Amendment, all provisions of the Lease remain in full force and effect. In the event of a conflict between any provision of this Amendment and any provision of the Lease, the provision contained herein shall control.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date and year first above written.

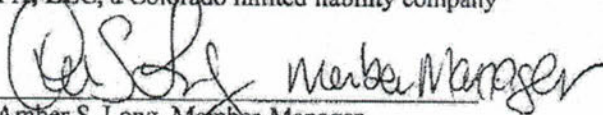
**LANDLORD:**

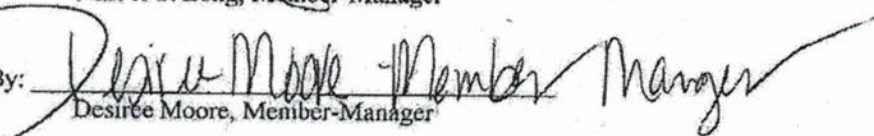
CASTLE PINES PROPERTY LLC, a Delaware limited liability company

By:   
 Alexander P. Redfearn, President

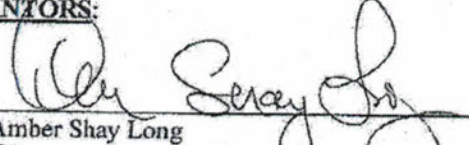
**TENANT:**

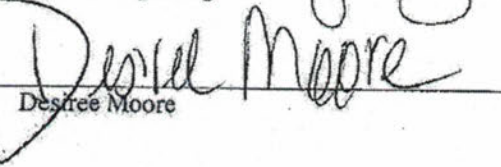
SSLP SPA, LLC, a Colorado limited liability company

By:   
 Amber S. Long, Member-Manager

By:   
 Desiree Moore, Member-Manager

**GUARANTORS:**

By:   
 Amber Shay Long

By:   
 Desiree Moore

**THE VILLAGE AT CASTLE PINES, DOUGLAS COUNTY, COLORADO**

**SECOND AMENDMENT TO  
SHOPPING CENTER LEASE**

**TENANT: SSLP SPA, LLC DBA WOODHOUSE DAY SPA**

The Second Amendment to The Village at Castle Pines, Douglas County, Colorado Shopping Center Lease (the "Second Amendment") is entered into this 26 day of Oct, 2020, by and between SSLP SPA, LLC, a Colorado limited liability company ("Tenant"), AMBER SHAY LONG, an individual, and DESIREE MOORE, an individual (collectively, "Guarantors"), and CASTLE PINES PROPERTY LLC, a Delaware limited liability company, successor in interest to Village at Castle Pines Colorado LLC ("Landlord"). Tenant, Guarantors and Landlord will collectively be referred to as the "Parties."

WHEREAS, the Parties entered into that certain The Village at Castle Pines, Douglas County, Colorado Shopping Center Lease on or about August 3, 2011, pertaining to space at 880 Happy Canyon Road, Suite 130, Castle Rock, Colorado 80108 (the "Original Lease");

WHEREAS, the Parties entered into that certain Amendment to the Lease on or about 01/11/2015, 2015 (the "Amendment"). The Original Lease, and all amendments and supplements thereto, are herein collectively referred to as the "Lease";

WHEREAS, the Parties desire to amend the Lease as hereafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

1. **Premises.** In addition to the Premises described in Section 1(i) of the Original Lease, effective January 1, 2021, the Premises shall be amended to include area on the second floor of the Building identified as Suite       , 880 W. Happy Canyon Road, Castle Rock, Colorado 80108 and containing approximately 3,554 square feet of Rentable Area, as shown on Exhibit A attached hereto and incorporated herein (the "Additional Premises"). The Premises as described in the Original Lease and the Additional Premises shall be collectively referred to as "Premises". The Premises, as amended by this Section 1, shall include approximately 6,820 square feet.

2. **Lease Term** Effective January 1, 2021, the Lease Term for the Premises shall be extended for ten (10) additional years commencing on January 1, 2021 and expiring on December 31, 2030 (the "Extended Term"). Until January 1, 2021, Tenant shall remain responsible for all obligations under the Original Lease, including the payment of Rent.

3. **Option.** Landlord agrees to provide Tenant one (1) five-year option to extend the Lease Term. Section 5(b) of the Lease is amended in full to read as follows:

5(b) Unless Tenant has breached the terms of this Lease with respect to its obligation to pay Minimum Rent or Additional Rent at any time during the Extended Term, or unless Tenant is in default of any obligation of Tenant beyond any notice and cure period provided for herein at the time of exercise of the option, Tenant shall be given the option to renew this Lease (the "Option") for one (1) additional term of five (5) consecutive Lease Years (the "Option Term") pursuant to the terms below.

- (i) The Option Term shall commence upon January 1, 2031 and shall end on December 31, 2035. In the event Tenant desires to exercise the option to renew, Tenant shall give written notice of such fact to Landlord at least one hundred eighty (180) days prior to the expiration of the Extended Term of this Lease; time shall be of the essence with respect to the providing of such notice. If Tenant fails to timely deliver the renewal notice as set forth herein, Tenant shall be deemed to have waived its right under this Section 4(b) and the renewal option set forth herein shall be void ab initio and of no force and effect. In the event Tenant timely exercises the renewal option set forth herein, this Lease shall be deemed to be extended for the additional period.
- (ii) The Option Term shall be on all of the terms, covenants and conditions of this Lease, and Minimum Rent for the Option Term shall increase annually at a rate of three percent (3%).
- (iii) Landlord shall further have the right, to make any further adjustments and/or assessment of charges against Tenant as herein provided for. In the event of Tenant's exercise of the Option, any funds retained by Landlord as herein provided for shall continue to be so held subject to the same terms and conditions.

4. Rent. Section 5(a) Rent of the Lease shall be amended to provide for Minimum Rent as follows during the identified Lease Years for the entire Premises. Minimum Rent shall escalate by 3% annually:

<u>Lease Year</u> <u>Commencing January 1, 2021</u>	<u>Rent/Sq Ft</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1	\$22.00	\$12,503.33	\$150,040.00
2	\$22.66	\$12,878.43	\$154,541.20
3	\$23.34	\$13,264.79	\$159,177.44
4	\$24.04	\$13,662.73	\$163,952.76
5	\$24.76	\$14,072.61	\$168,871.34
6	\$25.50	\$14,494.79	\$173,937.48
7	\$26.27	\$14,929.63	\$179,155.61
8	\$27.06	\$15,377.52	\$184,530.27
9	\$27.87	\$15,838.85	\$190,066.18
10	\$28.71	\$16,314.01	\$195,768.17

Minimum Rent shall be abated for the first three (3) months of the Extended Term (January, February and March 2021), so long as Tenant is not then in default under the Lease. Tenant shall be responsible for all other amounts due for such months under Lease.

5. Landlord's Work. The Additional Premises are not at this time separated from a larger space that was previously rented to another tenant. Landlord agrees, at its sole cost and expense, to (i) construct the demising wall around the Additional Premises to separate it from the larger space, and demo the existing bathrooms located within the Additional Premises and stub out plumbing in the bathroom area ("Landlord's Work") Tenant will be responsible for all other tenant improvement work within the Additional Premises, including, without limitation, alteration of HVAC, fire monitoring and suppression, and other mechanical systems to separate them from systems serving the larger space. Upon completion of Landlord's Work, Landlord agrees to allow Tenant access to the Additional Premises to commence Tenant's Work (as defined in Section 1(v) of the Original Lease). Tenant may occupy the Additional Premises and commence Tenant's Work upon written notice from Landlord, which may occur prior to the commencement of the Extended Term. Occupancy of the Premises by Tenant as provided herein prior to commencement of the Extended

Term shall nevertheless be subject to all terms, conditions, covenants and agreements contained in this Lease.

6. Tenant Improvement Allowance. Landlord shall provide Tenant an allowance for alterations, additions and improvements incurred by Tenant after the execution of this Second Amendment in an amount up to \$67,000.00 (the "Allowance"). The Allowance shall be paid on account of improvements reasonably approved by Landlord pursuant to Section 11(a) of the Lease.

As a condition of payment of the Allowance, Tenant shall deliver to Landlord (i) paid invoices for all of Tenant's Work; and (ii) executed, unconditional final lien waivers from each of Tenant's contractors, their subcontractors, and suppliers who performed work or furnished materials or supplies for, or in connection with, Tenant's Work and such other evidence as Landlord may reasonably request to evidence that no liens can arise from Tenant's Work. Landlord shall disburse the Allowance to Tenant within thirty (30) days after receipt and approval of all such documentation.

7. Exclusive Use Rights. Exhibit E to the Original Lease is hereby deleted, and the attached Exhibit E is added in its place.

8. Guarantors. Guarantors join in the execution of this Second Amendment to express Guarantors' consent to this Second Amendment. The Guaranty shall remain unmodified and in full force and effect for the duration of the Extended Term and any further renewals or extensions of the Extended Term, and Guarantors expressly agree that Guarantors shall continue to be liable for the performance of all of Tenant's respective obligations under the Lease, as amended by this Second Amendment and pursuant to any further amendments, modifications, extensions or renewals of the Lease.

9. Modification. Except as modified by the provisions of this Second Amendment, all provisions of the Lease remain in full force and effect. In the event of a conflict between any provision of this Second Amendment and any provision of the Lease, the provision contained herein shall control.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Second Amendment as of the date and year first above written.

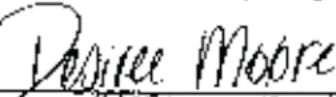
**LANDLORD:**

**CASTLE PINES PROPERTY LLC,**  
a Delaware limited liability company

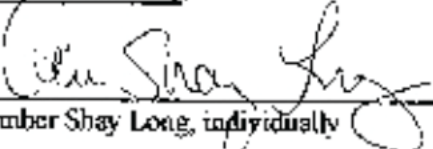
By:   
Alexander P. Redfearn, President

**TENANT:**

**SSLP SPA, LLC,**  
a Colorado limited liability company

By:   
Name: Desiree Moore  
Title: Owner

**GUARANTORS:**

  
Amber Shay Long, individually

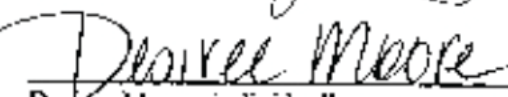
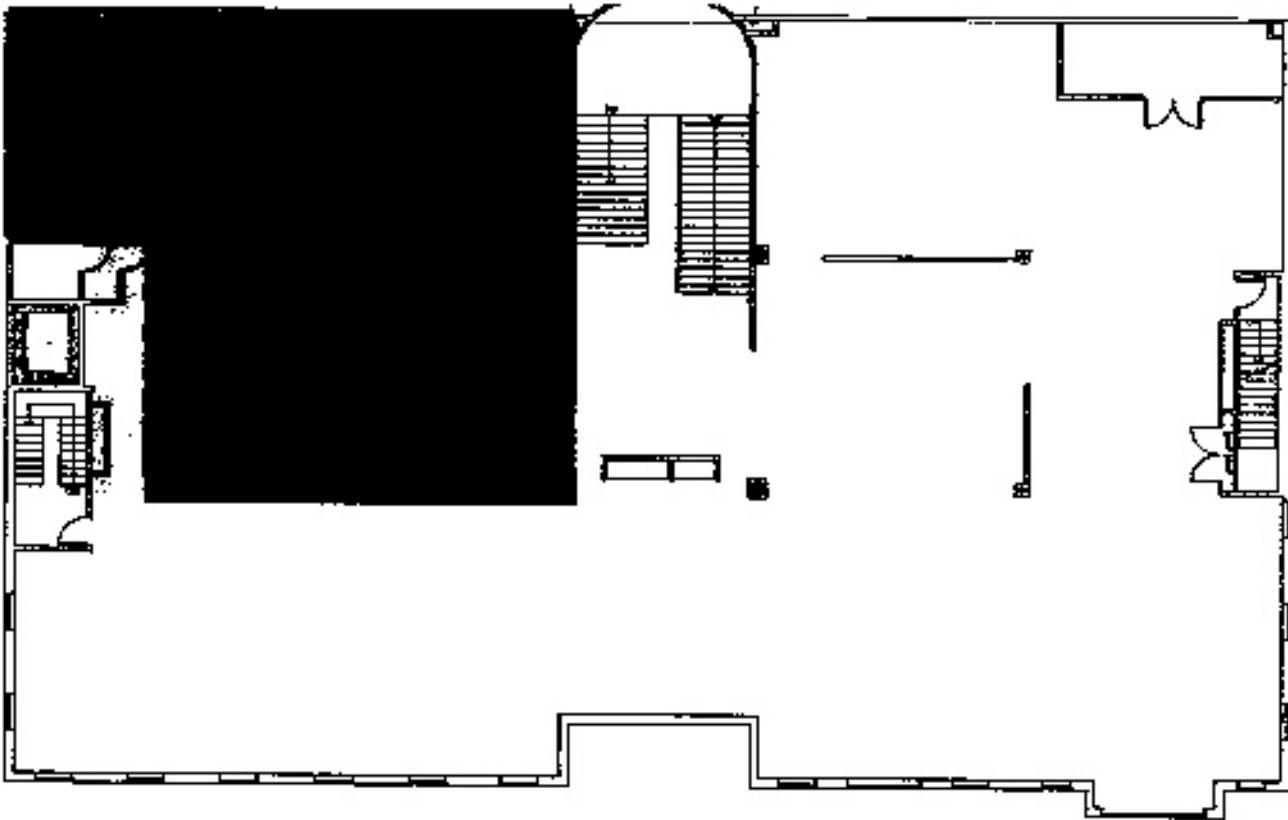
  
Desiree Moore, individually

EXHIBIT A



① SECOND F  
WOODHOUSE SPA

**EXHIBIT "E"**  
**Exclusive Use Rights**

1. Shopping Center Lease Dated May 30, 2008, between Landlord and Village Fitness at Castle Pines, Inc., doing business as VILLAGE FITNESS, Tenant, as to 880 Happy Canyon Road, Suite 100, Castle Rock, Colorado 80108.

**Permitted Use:** Adult health & fitness, including but not limited to: Exercise Equipment Sale, Weight Loss Products, Personal Training, Tanning, Supplements (pH, powders, shakes), Yoga/Pilates, Martial Arts, Boxing, or any other fee-based exercise program. Tenant, as an incidental use, will also be able to sell snacks, water, energy drinks, exercise apparel, exercise equipment and accessories for home use.

**Exclusive Use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to fitness services.

2. Shopping Center Lease Dated May 2, 2012, between Landlord and L' ARRANGEMENT, LLC, a Colorado limited liability company, Tenant, as to 864 Happy Canyon Road, Suite 100, Castle Rock, Colorado 80108.

**Permitted Use:** Shall mean to operate exclusively as a florist shop, flower shop with fresh flowers, a floral design school, and furniture store.

**Exclusive Use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to florist shop, fresh flowers and a floral design school.

3. Shopping Center Lease Dated April 26, 2013, between Landlord and LOJTM, LLC, a Colorado limited liability company, Tenant, as to 872 Happy Canyon Road, Suite 100, Castle Rock, Colorado 80108.

**Permitted Use:** Shall mean to operate exclusively a restaurant specializing in neighborhood medium priced American pub and restaurant cuisine.

**Exclusive use Rights:** Landlord shall not lease space in Shopping Center to any other Tenant offering neighborhood medium priced American pub and restaurant cuisine, including by way of example and not limitation, Lazy Dog Sports Grill, Bennigan's, Black Eyed Pea, Brooklyn's, C.B. & Potts, Friday's, Chili's, and Hops.

4. Shopping Center Lease Dated December 5, 2005, between Landlord and Visions at Happy Canyon LLC, a Colorado limited liability company as assignee of Terry Manning and/or Salon 880 at the Canyon, doing business as Salon 880 at the Canyon, Tenant, as to 880 Happy Canyon Road, Suite 140, Castle Rock, Colorado 80108.

**Permitted Use:** Shall mean to operate exclusively as a hair salon and be permitted to have one manicure table only.

**Exclusive Use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to hair cutting, styling, coloring and related products; and liquid tanning only.

5. Shopping Center Lease Dated March 15, 2004 between Landlord and Nails & Care, Tenant, as to 880 Happy Canyon Road, Suite 115, Castle Rock, Colorado 80108.

**Permitted Use:** Shall mean to operate exclusively as a manicure and pedicure salon with the exception of the right of the Salon 880 to have one manicure table, and Aspenfalls Spa to offer foot conditioning and pedicures which may or may not include polish and options similar to footbaths, exfoliating scrubs, pressure point massages, chemical infusions, therapeutic soaks, conditioning, callous reduction, and cuticle wrangling.

**Exclusive Use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services, including, but not limited to the normal duties of a nail salon, with the exception of those items and Tenants listed above.

6. Shopping Center Lease Dated May 5, 2004 between Landlord and Anthony's Pizza & Pasta, a Colorado corporation, Tenant, as to 880 Happy Canyon Road, Suite 105, Castle Rock, Colorado 80108.

**Permitted Use:** Shall mean to operate as a Pizzeria Restaurant & Tavern serving pizza, pasta, calzones, hot sub sandwiches, and Italian cuisine.

**Exclusive use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering cuisine such as hot sub sandwiches, pizza, and calzones subject to incidentals as served by the Fresh Market and other restaurants within the Shopping Center.

7. Shopping Center Lease Dated September 6, 2004 between Landlord and Jimmy's Photos.com Inc., Tenant, as to 858 Happy Canyon Road, Suite 120, Castle Rock, Colorado 80108

**Permitted Use:** Shall mean to operate as a photography studio.

**Exclusive use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property nor any other property owned by Landlord within a one (1) square mile radius of the shopping center to any other Tenant offering services of a photography studio. Tenant shall have Exclusive use of the name "Jimmy" and Jimmy's" to all other tenants at the Property.

8. Shopping Center Lease Dated January 26, 2006 between Landlord and MIYO, Tenant, as to 858 Happy Canyon Road, Suite 110, Castle Rock, Colorado 80108.

**Permitted Use:** Shall mean to operate as a Café style restaurant offering breakfast and lunch..

**Exclusive use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the shopping center to any other Tenant offering services and goods of a bakery and coffee shop.

9. Shopping Center Lease Dated April 25, 2005 between Landlord and Tony's Meats Incorporated, Tenant, as to 874 Happy Canyon Road, Castle Rock, Colorado 80108.

**Permitted Use:** Shall mean to operate as a specialty grocery store, including the sale of meat, seafood, bakery items, delicatessen items, fresh produce, kitchen wares, specialty foods and related items.

**Exclusive use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the shopping center to any other Tenant offering services and goods of a bakery and coffee shop. The exclusivity of selling bakery items & coffee shall be waived for the market (Tony's Meats & Specialty Foods) located at 874 Happy Canyon Road. Tony's will have the right to sell Pres, Cakes, Cheesecakes, Tarts, Bakery Piece Goods (including brownies, cake & pie slices, cookies, etc.), Breads & Rolls, Croutons, etc.. Tony's agrees not to sell

or promote any breakfast baked items such as muffins, danishes, cinnamon rolls, etc. or sell Espresso Bar items. Tony's will have the right to sell fresh brewed coffee and bulk coffee. During the term of this Lease, including any extension hereof, Landlord agrees not to permit any other tenant of the Property or of any other Property owned by Landlord within a one mile radius of the Property, to conduct any business substantially similar to a specialty grocery store.

10. Shopping Center Lease Dated February 2, 2005, between Landlord and Good Life LLC, a Colorado limited liability company, Tenant, as to 872 Happy Canyon Road, Suite 110, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a specialty wine and spirits shop.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services of a wine or spirits shop.

11. Shopping Center Lease Dated February 8, 2005, between Landlord and Rein Enterprises Inc., Tenant, as to 862 Happy Canyon Road, Suite 100, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a retail and wholesale jewelry manufacturing and repair shop.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering services of a fine jewelry and watch shop.

12. Shopping Center Lease dated July 22, 2002, between Landlord and In Kim/Castle Pines Cleaners as to 872 Happy Canyon Road, Suite 115, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as a dry cleaning store with alterations.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant offering services of a dry cleaning store.

13. Shopping Center Lease dated March 3, 2007, between Landlord and Castle Rock Eyewear as to 856 Happy Canyon Road, Suite 110, Castle Rock, Colorado 80108.

Permitted Use: Shall mean to operate as an Optical store.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant whose business is an Optical store.

14. Shopping Center Lease dated July 30, 2009, between Landlord and Village Marketing Associates, LLC, a Colorado limited liability company, d/b/a Fuller Castle Pines Sotheby's International Realty as to 858 Happy Canyon Road, Building G, Suite 100, Castle Rock, Colorado 80108.

Permitted Use: Tenant shall use the Premises a residential real estate office.

Exclusive use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall

not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant whose business activities are similar to the use dictated above.

15. Shopping Center Lease dated August 15, 2009, between Landlord and The Pet Place Inc. as to 858 Happy Canyon Road, Building G, Suite 145, Castle Rock, Colorado 80108.

Permitted Use: Tenant shall use the Premises a Pet food and associated product store.

Exclusive use Rights. So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant whose business activities are similar to the use dictated above.

16. Shopping Center Lease Dated August 3, 2011 between Landlord and Woodhouse Day Spa, Tenant, as to 850 Happy Canyon Road, Suite 130, Castle Rock, Colorado 80108, as amended and including the Additional Space as described in the Second Amendment.

Permitted Use: Shall mean to operate exclusively as a medical spa and wellness center, and shall be permitted to do pedicures.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering primary services, including, but not limited to facials, massages, laser treatments excluding those licensed by MD's, endermologie, microdermabrasia, chemical peels, acupuncture, bone density testing, body treatments, waxing, and other holistic and alternative treatments, as well as the selling of elixirs and herbs. This exclusive however, does not apply to facial and body products and other products.

17. Shopping Center Lease Dated June 18, 2004 between Landlord and Fernando Salazar and Deborah Salazar, Individually and Collectively dba SmartLife Audio Video. Tenant, as to 858 Happy Canyon Road, Suite 115, Castle Rock, Colorado 80108.

Permitted Use: shall mean to operate a retail store for the sales, demonstration and installation of home entertainment, automation and control products, including televisions, speakers, home theater audio/video electronics, window treatments computer networking, lighting control, climate control, security systems, surveillance systems, house and personal music audio systems, telephony and intercom systems, iOs and Android devices accessories such as carbuds, headphones and docking stations.

Exclusive Use Rights: So long as Tenant uses the Premises for the Permitted use, Landlord shall not lease space in the buildings located (or to be located) on the Property to any other Tenant offering home entertainment, home automation, stereo electronics services and automated window treatments.

18. Shopping Center Lease Dated April 22, 2015, as amended, between Landlord and Brekke Veterinary Clinic, LLC, a Colorado limited liability company, Tenant, as to 858 Happy Canyon Road, Unit 120, Castle Rock, Colorado 80108.

Permitted Use: shall mean to operate a small animal veterinary clinic.

Exclusive Use: So long as Tenant uses the Premises for the Permitted Use of a small animal veterinary clinic, Landlord shall not lease space in the buildings located (or to be located) on the Property of the Shopping Center to any other Tenant for use as a small animal veterinary clinic.

19. Shopping Center Lease dated February 18, 2014, as amended, between Landlord and Peak Potential Chiropractic, LLC, a Colorado limited liability company, Tenant, as to 862 Happy Canyon Road, Suite 100, L-4, Castle Rock, Colorado 80108.

**Permitted Use:** shall mean to operate a chiropractic office for humans and canines of all types

**Exclusive Use Rights:** So long as Tenant uses the Premises for the Permitted Use, Landlord shall not lease any space under 2,000 square feet in the buildings located (or to be located) on the Property to any other tenant with a chiropractic business.

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,

SSLPSpa LLC

is a

Limited Liability Company

formed or registered on 03/21/2011 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 20111167356 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/06/2026 that have been posted, and by documents delivered to this office electronically through 05/07/2026 @ 16:25:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/07/2026 @ 16:25:45 in accordance with applicable law. This certificate is assigned Confirmation Number 18535033 .



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."*

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20111167356 of  
SSLPSpa LLC

Colorado Limited Liability Company

(Entity ID # 20111167356 )

consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/06/2026 that have been posted, and by documents delivered to this office electronically through 05/07/2026 @ 16:23:51.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/07/2026 @ 16:23:51 in accordance with applicable law. This certificate is assigned Confirmation Number 18535016.



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."*



Colorado Secretary of State  
 Date and Time: 03/21/2011 08:48 AM  
 ID Number: 20111167356  
 Document number: 20111167356  
 Amount Paid: \$50.00

Document must be filed electronically.  
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 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is  
**SSLP Spa, LLC**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.c.", "llc", or "Ltd.". See §7-90-601, C.R.S.)*

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

2. The principal office address of the limited liability company's initial principal office is

Street address **8128 S Dudley St.**  
*(Street number and name)*

**Littleton** **CO** **80128**  
*(City) (State) (ZIP/Postal Code)*

**United States**  
*(Province - if applicable) (Country)*

Mailing address  
**(leave blank if same as street address)**

*(Street number and name or Post Office Box information)*

*(City) (State) (ZIP/Postal Code)*

*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name  
 (if an individual) **Long Amber**  
*(Last) (First) (Middle) (Suffix)*

**OR**

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

Street address **8128 S. Duddley Street**  
*(Street number and name)*

**Littleton** **CO** **80128**  
*(City) (State) (ZIP Code)*

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)  
\_\_\_\_\_  
\_\_\_\_\_  
(City) CO (State) (ZIP Code)

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

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

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Moore Desiree  
(Last) (First) (Middle) (Suffix)

**OR**

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

Mailing address 21524 E. Layton Drive  
(Street number and name or Post Office Box information)  
\_\_\_\_\_  
Aurora CO 80015  
(City) (State) (ZIP/Postal Code)  
\_\_\_\_\_  
United States  
(Province – if applicable) (Country)

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

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

**OR**

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

<u>Oppenheim</u>	<u>David</u>	<u>S</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1900 W. Littleton Blvd</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Littleton</u>	<u>CO</u>	<u>80120</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>	<small>(Country)</small>		

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OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Statement of Correction

with Document # 20241250114 of

Woodhouse Spa - Castle Pines

(Entity ID # 20221571707 )

filed by SSLPSpa LLC  
consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/06/2026 that have been posted, and by documents delivered to this office electronically through 05/07/2026 @ 16:24:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/07/2026 @ 16:24:15 in accordance with applicable law. This certificate is assigned Confirmation Number 18535017



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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Colorado Secretary of State  
 Date and Time: 02/28/2024 12:55 PM  
 ID Number: 20221571707

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 of filed documents, visit [www.coloradosos.gov](http://www.coloradosos.gov).

Document number: 20241250114  
 Amount Paid: \$10.00

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**Statement of Correction of Trade Name Information  
 Correcting the Trade Name**

filed pursuant to § 7-90-305 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, if applicable, the trade name ID number, and the name of the person transacting business or conducting activities under the trade name are

Entity ID number 20111167356  
*(if applicable)* *(Colorado Secretary of State ID number)*

Trade name ID number 20221571707  
*(Colorado Secretary of State ID number)*

Name SSLPSpa LLC

2. The document number of the document that is corrected and the trade name as stated in the statement of trade name are

Document number 20221571707

Trade name Woodhouse Day Spa - Castle Pines

3. The statement of the trade name in the document identified above is incorrect.

4. Such trade name, as corrected, is  
Woodhouse Spa - Castle Pines

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

This document contains additional information as provided by law.

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such 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 such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

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

Ball                      Janell                      D  
*(Last)*                      *(First)*                      *(Middle)*                      *(Suffix)*  
500 Tremolite Pl  
*(Street number and name or Post Office Box information)*

---

Castle Rock                      CO                      80108  
*(City)*                      *(State)*                      *(Zip/Postal Code)*  
United States  
*(Province – if applicable)*                      *(Country – if not US)*

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

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OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Statement of Trade Name

with Document # 20221571707 of

Woodhouse Spa - Castle Pines

(Entity ID # 20221571707 )

filed by SSLPSpa LLC  
consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/06/2026 that have been posted, and by documents delivered to this office electronically through 05/07/2026 @ 16:25:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/07/2026 @ 16:25:27 in accordance with applicable law. This certificate is assigned Confirmation Number 18535025



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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Colorado Secretary of State  
 Date and Time: 06/07/2022 01:37 PM  
 ID Number: 20221571707  
 Document number: 20221571707  
 Amount Paid: \$20.00

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**Statement of Trade Name of a Reporting Entity**

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20111167356</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>SSLPSpa, LLC DBA Woodhouse Day Spa - Castle Pines</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Woodhouse Day Spa - Castle Pines

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Day Spa

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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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 identified in this document as one who has caused it to be delivered.

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

Moore Desiree  
(Last) (First) (Middle) (Suffix)  
8128 S Dudley St  
(Street number and name or Post Office Box information)

---

Littleton CO 80128  
(City) (State) (Postal/Zip Code)  
United States  
(Province – if applicable) (Country – if not US)

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

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Colorado Secretary of State  
 Date and Time: 03/21/2011 08:48 AM  
 ID Number: 20111167356  
 Document number: 20111167356  
 Amount Paid: \$50.00

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 select Business Center.

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**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is  
**SSLP Spa, LLC**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.c.", "llc", or "Ltd.". See §7-90-601, C.R.S.)*

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

2. The principal office address of the limited liability company's initial principal office is

Street address **8128 S Dudley St.**  
*(Street number and name)*

---

**Littleton** **CO** **80128**  
*(City) (State) (ZIP/Postal Code)*

---

**United States**  
*(Province - if applicable) (Country)*

Mailing address  
**(leave blank if same as street address)**

---

*(Street number and name or Post Office Box information)*

---

*(City) (State) (ZIP/Postal Code)*

---

*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name  
 (if an individual) **Long Amber**  
*(Last) (First) (Middle) (Suffix)*

**OR**

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

Street address **8128 S. Duddley Street**  
*(Street number and name)*

---

**Littleton** **CO** **80128**  
*(City) (State) (ZIP Code)*

Mailing address  
 (leave blank if same as street address) \_\_\_\_\_  
 (Street number and name or Post Office Box information)

\_\_\_\_\_

\_\_\_\_\_ CO \_\_\_\_\_  
 (City) (State) (ZIP Code)

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

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

4. The true name and mailing address of the person forming the limited liability company are

Name  
 (if an individual) Moore Desiree  
 (Last) (First) (Middle) (Suffix)

**OR**

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

Mailing address 21524 E. Layton Drive  
 (Street number and name or Post Office Box information)

\_\_\_\_\_

Aurora CO 80015  
 (City) (State) (ZIP/Postal Code)

\_\_\_\_\_ United States \_\_\_\_\_  
 (Province – if applicable) (Country)

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

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

**OR**

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

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

<u>Oppenheim</u>	<u>David</u>	<u>S</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1900 W. Littleton Blvd</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Littleton</u>	<u>CO</u>	<u>80120</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

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## OPERATING AGREEMENT

SSLP Spa, LLC

a

COLORADO LIMITED LIABILITY COMPANY

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of March 2011, by and between SSLP Spa, LLC, a Colorado limited liability company (the "Company") and Desiree Moore and Amber Long, hereinafter referred to as "Members."

### WITNESSETH:

IT IS AGREED, in consideration of the promises, covenants, performance, and mutual consideration herein as follows:

#### I

##### FORMATION OF COMPANY

1.1. Articles of Organization. This Company is organized pursuant to the provisions of the Limited Liability Company Laws of the State of Colorado and pursuant to Articles of Organization filed with the Secretary of State on March 21, 2011. The rights and obligations of the Company and the Members shall be provided in the Articles of Organization and in this Operating Agreement.

1.2. Conflict between Articles of Organization and this Agreement. If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of the Articles of Organization shall control.

#### II

##### CAPITAL CONTRIBUTIONS

2.1. Contributions. The capital contributions to be made by the Members and with which the Company shall begin business are as follows:

-1-

<u>Member Name</u>	<u>Contribution</u>	<u>Interest</u>
Amber Long		50%
Desiree Moore		50%

2.2. Additional Capital Contributions. In the event that the cash funds of the Company are insufficient to meet its operating expenses or to finance new investments deemed appropriate to the scope and purpose of the Company as determined by the Managers, the Members shall make additional capital contributions, in the proportion of their capital contributions or as otherwise agreed. The amount of the additional capital required by the Company and the period during which such additional capital shall be retained by the Company shall be determined by the Managers.

2.3. Loans. In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, the Company may, as determined by the Managers, borrow money from one or any of the Managers, Members, or third persons. In the event that a loan agreement is negotiated with a Manager or Member, he or she shall be entitled to receive interest at a rate and upon such terms to be determined by the Manager, and said loan shall be repaid to the Manager or Member, with unpaid interest, if any, as soon as the affairs of the Company will permit. The loan shall be evidenced by a promissory note obligating the assets of the Company. Such interest and repayment of the amounts so loaned are to be entitled to priority of payment over the division and distribution of capital contributions and profit among Members.

### III

#### MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS

3.1. Capital Accounts. A separate capital account shall be maintained for each Member. The capital accounts of each Member shall initially reflect the amounts specified in Section 2.1, and, if a Member has merely promised to contribute the amount specified in Section 2.1, the Company shall maintain a corresponding subscription receivable on behalf of that Member. No Member shall withdraw any part of his or her capital account, except upon the approval of the Managers. If the capital account of a Member becomes impaired, or if he or she withdraws said capital account with the approval of the Managers, his or her share of subsequent Company profits shall be credited first to his or her capital account until that account has been restored, before such profits are credited to his or her income account. If, during the period when a Member's capital account is impaired or he or she has withdrawn funds therefrom as hereinbefore provided, an additional contribution is required of the Members for the purposes

specified in Section 2.2, then the Member with withdrawn or impaired capital account shall be required to contribute his or her proportionate share of the additional capital contribution and the deficiency then existing in his or her capital account, so as to return the capital account to the same proportion existing as of the date of the additional contribution. No interest shall be paid on any capital contributions to the Company.

3.2. Income Accounts. A separate income account shall be maintained for each Member. Company profits, losses, gains, deductions, and credits shall be charged or credited to the separate income accounts annually unless a Member has no credit balance in his or her income account, in which event losses shall be charged to his or her capital account, except as provided in Section 3.1. The profits, losses, gains, deductions, and credits of the Company shall be distributed or charged to the Members as provided in Section 3.3. No interest shall be paid on any credit balance in an income account.

3.3 Allocations Among Members. Except as hereinafter provided, the profits and gains of the Company shall be divided and the losses of the Company shall be borne in the following proportions:

Desiree Moore	50%
Amber Long	50%

3.4 Distributions of Assets.

3.4.1 All distributions of assets of the Company, including cash, shall be made in the same allocations among Members as described in Section 3.3.

3.4.2 The Managers shall determine, in their discretion, whether distributions of assets of the Company should be made to the Members; provided, however, that no distribution of assets may be made to a Member if, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their capital and income accounts, would exceed the fair value of the Company assets.

3.4.3 A Member has no right to demand and receive any distribution from the Company in any form other than cash.

## IV

### RULES RELATING TO THE MEMBERS

4.1 Admission of New Members. Additional Members may be admitted upon the unanimous written consent of all Members.

4.2 Voting of Members. A Member shall be entitled to one vote on any matter for which Members are required to vote. A Member may vote in person or by proxy at any meeting of Members. All decisions of the Members shall be made by a vote of members owning a majority of the membership interests (as determined by the Members' respective interests in the profits and losses of the Company) at a properly called meeting of the Members at which a quorum is present; or by unanimous written consent of the Members.

4.3 Meetings of Members.

4.3.1 Meetings of Members may be held at such time and place, either within or out of the State of Colorado, as may be determined by the Managers or the person or persons calling the meeting.

4.3.2 An annual meeting of the Members shall be held at such time and place as shall be determined by a resolution of the Managers during each fiscal year of the Company. No such meeting is required.

4.3.3 Special meetings of the Members may be called by the Managers and by at least one-half of all of the Members entitled to vote at the meeting.

4.3.4 Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three (3) days nor more than twenty (20) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

4.3.5 By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to considering the matter when it is presented.

4.4 Quorum and Adjournment. Fifty percent (50%) of the Members entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

## V

### RULES RELATING TO MANAGERS

5.1 General Powers. Management and the conduct of the business of the Company shall be vested in the Managers. The Managers may adopt resolutions to govern their activities and the manner in which they shall perform their duties to the Company.

5.2 Qualifications of Managers. Managers shall be natural persons eighteen (18) years of age or older.

5.3 Number, Election and Term.

5.3.1 The number of Managers shall be determined by the Members. The initial number of Managers shall be two. The number of Managers shall be increased or decreased by the vote or consent of the Members.

5.3.2 The initial Managers shall hold office until the first annual meeting of Members and until their successors have been elected and qualified. Thereafter, each Manager elected by the Members shall hold office for a one-year term or until his or her successor has been elected and qualified.

5.3.3 Managers shall be elected by a vote or consent of the Members at an annual meeting or at a special meeting called for that purpose.

5.4 Meetings and Voting.

5.4.1 Meetings of the Managers may be held at such time and place as the Managers by resolution shall determine.

5.4.2 Written notice of meetings of the Managers shall be delivered at least twenty-four (24) hours before the meeting personally, by facsimile, or by mail actually delivered to the Manager not later than twenty-four (24) hours before the scheduled meeting. A waiver of notice in writing, signed by the Manager before, at, or after the time of the meeting, shall be equivalent to the giving of such notice.

5.4.3 By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

5.4.4 A majority of the Managers entitled to vote shall constitute a quorum at the meeting of Managers.

5.4.5 All decisions of the Managers shall be made by a majority vote of the Managers at a properly called meeting of the Managers at which a quorum is present, or by unanimous written consent of the Managers.

## 5.5 Duties of Managers.

5.5.1 The Managers shall have the duties and responsibilities as described in the Colorado Limited Liability Company Act, as amended from time to time.

5.5.2 The Managers, or any one of the Managers as designated by resolution of the Managers, shall execute any instruments or documents providing for the acquisition, mortgage, or disposition of the property of the Company.

5.5.3 Any debt contracted or liability incurred by the Company shall be authorized only by a resolution of the Managers, and any instruments or documents required to be executed by the Company shall be signed by the Managers or any one of the Managers as designated by resolution of the Managers.

5.5.4 The Managers may designate any one of the Managers, or delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company. All decisions affecting the policy and management of the Company, including the control, employment, compensation and discharge of employees; the employment of contractors and subcontractors; and the control and operation of the premises and property, including the improvement, rental, lease, maintenance, and all other matters pertaining to the operation of the property of the business shall be made by the Managers.

5.5.5 Any Manager may draw checks upon the bank accounts of the Company and may make, deliver, accept, or endorse any commercial paper in connection with the business affairs of the Company.

5.6 Devotion to Duty. At all times during the term of a Manager, the Manager shall give reasonable time, attention, and attendance to, and use reasonable efforts in the business of the said Company; and shall, with reasonable skill and power, exert himself or herself for the joint interest, benefit and advantage of said Company; and shall truly and diligently pursue the Company objectives.

5.7 Indemnification. Managers, employees and agents of the Company shall be entitled to be indemnified by the Company to the maximum extent provided in the Colorado Limited Liability Company Act, as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in the capacity of Manager, employee, or agent.

## VI

### BOOKS

6.1 Location of Records. The books of the Company shall be maintained at the principal office of the Company or at such other place as the Managers by vote or consent shall designate.

6.2 Access to Records and Accounting. Each Member shall at all times have access to the books and records of the Company for inspection and copying. Each Member shall also be entitled:

6.2.1 To obtain from the Managers upon reasonable demand for any purpose such information reasonably related to the Members' Membership Interest in the Company;

6.2.2 To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company;

6.2.3 To have a copy of the Company's federal, state, and local income tax returns for each year promptly after they are available to the Company; and

6.2.4 To have a formal accounting of the Company affairs whenever circumstances render an accounting just and reasonable.

6.3 Accounting Rules. The books shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year. Distributions to income accounts shall be made annually. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by vote or consent of the Managers, it shall be made as of the closing date. The Managers may authorize the preparation of year-end profit-and-loss statements, balance sheets, and tax returns by a public accountant.

## VII

### DISSOLUTION

7.1 Causes of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

7.1.1 At any time by unanimous agreement of the Members;

7.1.2 Upon the expiration of the period fixed for the duration of the Company in its Articles of Organization;

7.1.3 Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member.

7.2 Continuation of Business. Notwithstanding a dissolution of the Company under Section 7.1, the Members may elect to continue the business of the Company, so long as there are at least two Members remaining who then consent to do so, by purchasing the deceased, retired, resigned, expelled, or bankrupt Member's ("Withdrawn Member") Membership Interest.

7.3 Purchase of Withdrawn Member's Membership Interest.

7.3.1 If the Members elect to continue the business under Section 7.2, the purchase price of the Withdrawn Member's Membership Interest shall be equal to 50% of the fair market value of the Withdrawn Member's interest in the Company as of the Effective Date. The purchase price is subject to set-off for any damages incurred as a result of the Withdrawn Member's actions, and nothing in this paragraph is intended to impair the Company's right to recover damages for the Withdrawn Member's wrongful dissolution of the Company by reason of the Withdrawn Member's expulsion, retirement, resignation, or bankruptcy.

7.3.2 The purchase price determined under Section 7.3.1 shall be paid to the Withdrawn Member within sixty days after the Effective Date; provided, at the election of the Member(s) acquiring the Withdrawn Member's interest, such purchase price shall be paid one-fifth plus accrued interest on the date of purchase and one-fifth plus accrued interest every six months thereafter until paid in full. Interest shall accrue at a rate equal to the Wall Street Journal prime rate plus two percent, not to exceed 12% per annum.

7.3.3 The Effective Date shall be the date of death of a deceased Member; the date personal notice is received, or the date the certified mail is postmarked, in the case of a retired or resigned Member; or the date the notice is delivered to the place of business of the Company, in case of bankruptcy of a Member.

7.4 Distribution of Assets If Business Is Not Continued. In the event of dissolution of the Company and if the Members do not elect to or are unable to continue the business of the Company under Section 7.3, the Managers shall proceed with reasonable

promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

7.4.1 Any liabilities and liquidating expenses of the Company will first be paid;

7.4.2 The reasonable compensation and expenses of the Managers in liquidation shall be paid;

7.4.3 The amount then remaining shall be paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Colorado Limited Liability Company Act, as amended from time to time.

## VIII

### BANKRUPTCY OF A MEMBER

8.1 Bankruptcy Defined. A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within sixty (60) days) or makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding his or her debts other than by the payment of them in the full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act.

8.2 Effective Date for Bankruptcy. The Effective Date of a Member's bankruptcy shall be the date that the Managers, having learned of the Member's bankruptcy, give notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by leaving the same at the place of business of the Company. As of the Effective Date, the bankrupt Member shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Section 7.3 and 7.4; provided, in the event the remaining Members elect to purchase the Bankrupt Member's share, the purchase price shall be 75% of the fair market value of such share.

## IX

### RETIREMENT OR RESIGNATION OF A MEMBER

9.1 Right to Retire or Resign. A Member shall have the right, at any time, to retire or resign as a Member of the Company by giving three (3) months' notice to the Company at the Company's place of business.

9.2 Consequences of Retirement or Resignation If The Business Is Continued. Upon giving notice of an intention to retire or resign, the Withdrawn Member shall be entitled to have his or her Membership Interest purchased as provided in Section 7.3 if the remaining Members elect to continue the business of the Company under Section 7.2. Upon the receipt of notice of the remaining Members' election to continue the business, the Membership Interest of the Withdrawn Member in the Company shall cease and terminate, and the Withdrawn Member shall only be entitled to the payments provided in Section 7.3.

9.3 Consequences of Retirement or Resignation If The Business Is Not Continued. If the remaining Members elect not to continue the business upon retirement or resignation of a Member, or are unable to do so by law, the Withdrawn Member shall only be entitled to his or her interest in liquidation, as stated in Section 7.4, subject to any setoff for damages caused by the Member's retirement or resignation.

## X

### DEATH OF A MEMBER

10.1 Death of a Member. Upon the death of a Member, the deceased Member's rights as a Member of the Company shall cease and terminate except as provided in this Article X.

10.2 Consequences of Death If Business Is Continued. If the surviving Members elect to continue the business as provided in Section 7.2, the Managers shall serve notice in writing of such election, within three (3) months after the death of the decedent, upon the executor or administrator of the decedent, or, if the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last known address of such heir. The Company may purchase the Membership Interest of the deceased Member as provided in Section 7.3, and the closing of such purchase shall be within thirty (30) days of the notice of such election, except in the event the Company has life insurance on the decedent, in which event the amount and method of payment for the Membership Interest of the deceased Member will be as provided in Section 10.3. Alternatively, the Surviving Members may elect to admit the heirs upon distribution to them of the deceased Member's interest.

10.3 Insurance. The Company may contract for life insurance on the lives of each of the Members, in any amount not disproportionate to the value of each Member's Membership Interest. In the event of death of a Member, insurance proceeds paid to the Company will be used to purchase the Membership Interest of the deceased Member. The purchase price shall be the greater of the amount determined under Section 7.3 or the amount of insurance proceeds received by the Company. The payment of the purchase price to the decedent's representatives or heirs shall be made within thirty (30) days following receipt of the

insurance proceeds by the Company. If the surviving Members do not elect to continue the business of the Company, or are unable to do so by law, the proceeds of any life insurance shall be treated as an asset of the Company for liquidation.

10.4 Consequences of Death If the Business Is Not Continued. If the surviving Members do not elect to continue the business, or are unable to do so by law, the deceased Member shall only be entitled to his or her interest in liquidation as stated in Section 7.4.

## XI

### SALE OF A MEMBER'S INTEREST

11.1 Provisions Restricting Sale of Membership Interests. In the event that a Member desires to sell, assign or otherwise transfer his or her Membership Interest in the Company and has obtained a *bona fide* offer for the sale thereof made by some person not a member of this Company, he or she shall first offer to sell, assign or otherwise transfer the Membership Interest to the other Members at the same price and on the same terms as previously offered him or her by a third party, and each of the other Members shall have the right to purchase his or her proportionate share of the selling Member's Membership Interest (or such other shares as the purchasing Members decide.) In such event, such Member or Members shall purchase the selling Member's interest within sixty days of written notice of selling Member's intent to sell. If any member does not desire to purchase the Membership Interest on such terms or at such price and the entire Membership Interest is not purchased by the other Members, no other Members may purchase any part of the Membership Interest, and the selling Member may then sell, assign, or otherwise transfer his or her entire Membership Interest in the Company to the person making the said offer at the price offered. The intent of this provision is to require that the entire Membership Interest of a Member be sold intact, without fractionalization. A purchaser of a Membership Interest of the Company shall not become a Member without the unanimous consent of the non-selling Members, but shall be entitled to receive the share of profits, gains, losses, deductions, credits and distributions to which the selling Member would be entitled.

## XII

### MEMBERS' COVENANTS

12.1 Alienation of Membership Interest. No Member shall, except as provided in Article XI, sell, assign, mortgage, or otherwise encumber his or her Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested in him or her in the Company; or do any act detrimental to the best interests of the Company.

### XIII

#### ARBITRATION

13.1 Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration shall be paid by the loser. If one Member notifies the other Member in writing of a dispute, claim, or controversy and requests that the same be arbitrated, no legal action may then be commenced thereon, except to obtain judgment on the arbitration award.

### XIV

#### MISCELLANEOUS PROVISIONS

14.1 Inurement. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties or any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

14.2 Modification. This Agreement may be modified from time to time as necessary only by the written agreement of the Company, by a majority vote or consent of its Managers and its Members.

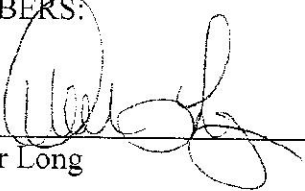
14.3 Severability. The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.


14.4 Governing Law. This Agreement and its terms are to be construed according to the internal laws of the State of Colorado.

14.5 Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original of the Agreement for all purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day first written above, in Littleton, Colorado.

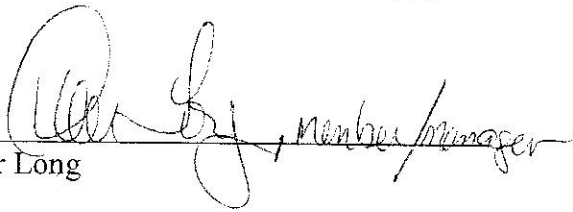
MEMBERS:

  
\_\_\_\_\_  
Amber Long

  
\_\_\_\_\_  
Desiree Moore

SSLP Spa, LIMITED LIABILITY COMPANY

By:

  
\_\_\_\_\_  
Amber Long

Woodhouse  
Castle Pines

3600 Sqft

1st floor

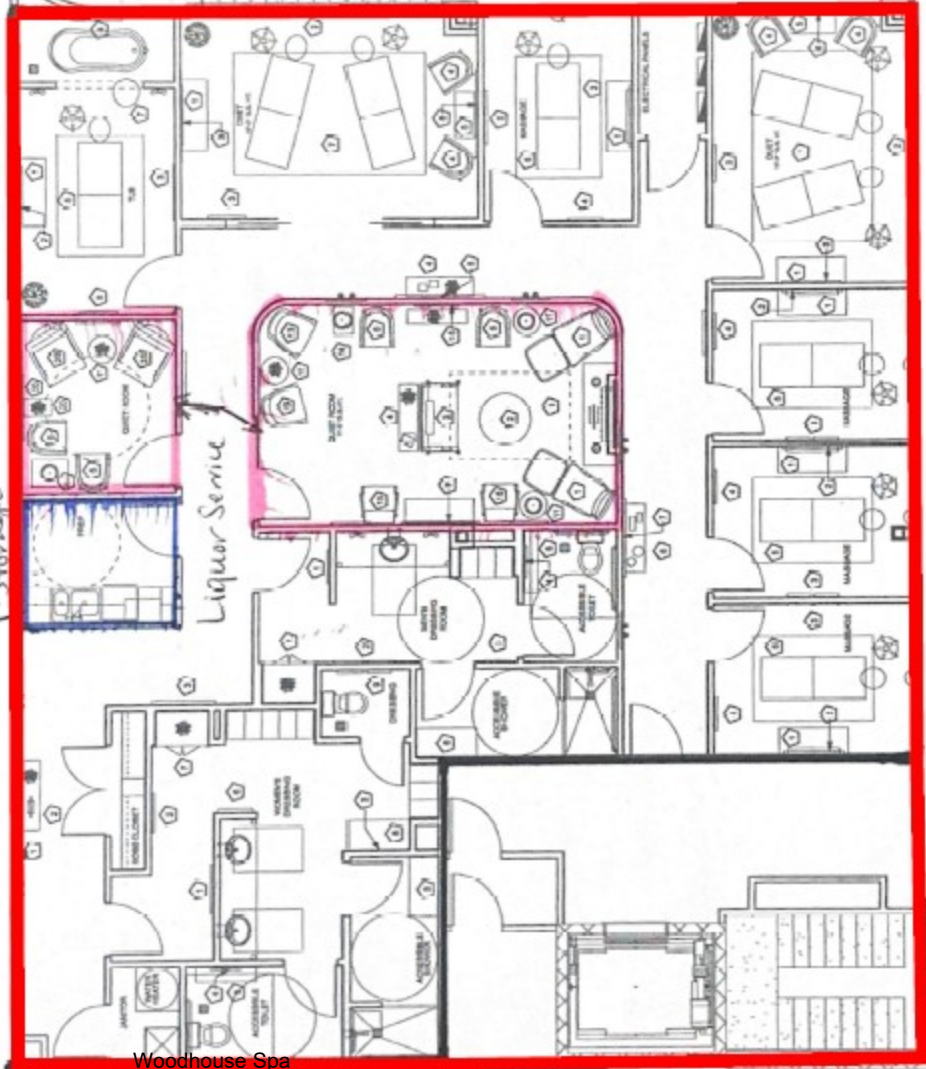


SSLPSpa LLC dba Woodhouse Spa - Castle Pines  
880 West Happy Canyon Road #130  
Castle Rock, CO 80108

Liquor Storage

Liquor Service

2nd floor  
3000 sqft



SQUARE FOOTAGE BREAKDOWN	
CHANGING ROOMS	640 sq. ft.
PREP	78 sq. ft.
QUIET ROOM	890 sq. ft.
TREATMENT ROOMS (FACIAL, WAX/TUB & MASSAGE)	1,054 sq. ft.

ALL CEILING HEIGHTS TO BE 11'-0" UNLESS OTHERWISE NOTED.

# THE WOODHOUSE

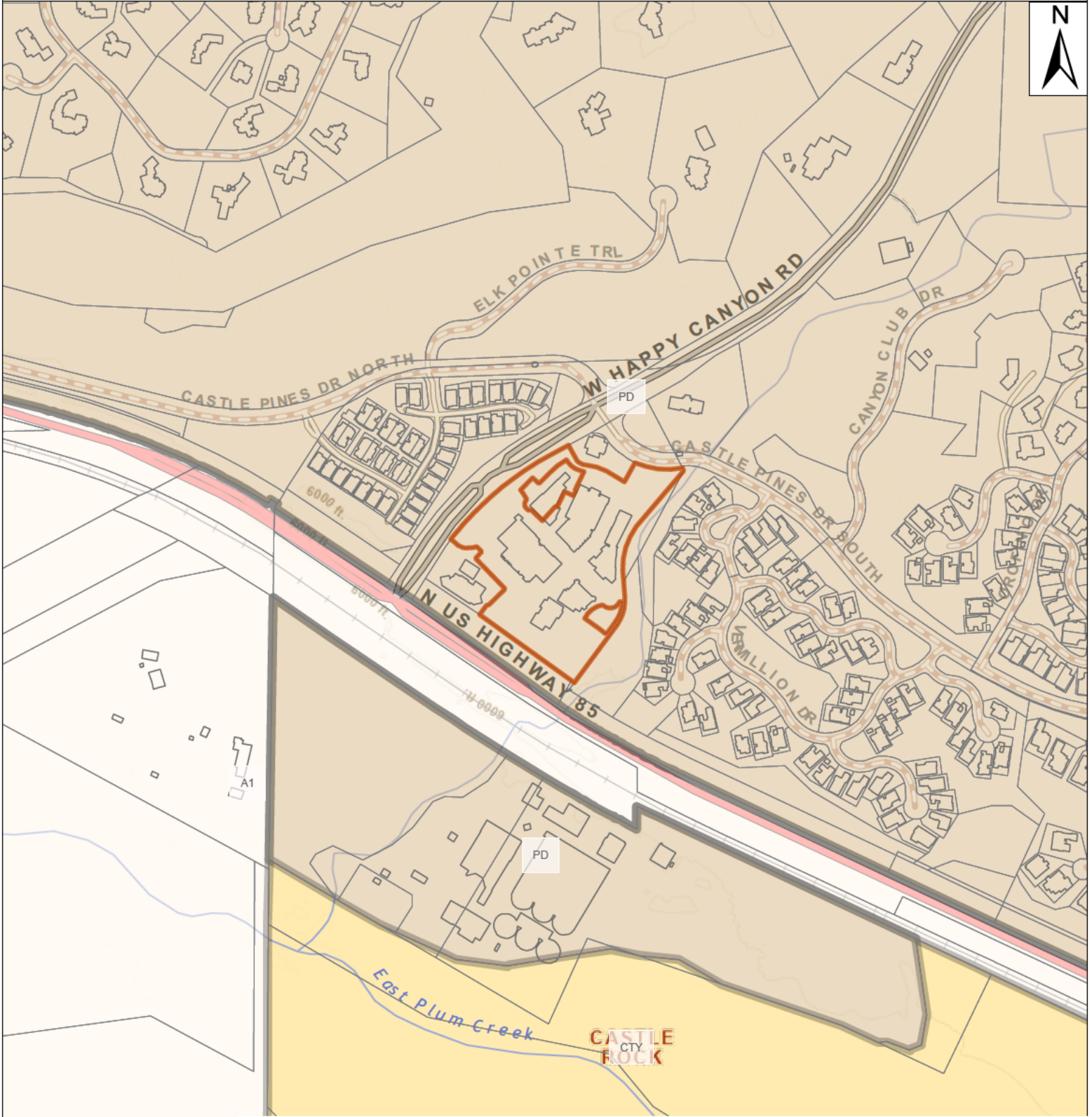
SSLPSpa LLC dba Woodhouse Spa - Castle Pines  
 880 West Happy Canyon Road #130  
 Castle Rock, CO 80108

## 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 (Landlord – Castle Pines Property LLC)**
3. What is the buildings occupancy limit? **44 people.**
4. Have you owned or operated a similar establishment with a liquor license in the past? **Yes; CSprings Spa LLC d/b/a (Woodhouse Spa – Colorado Springs) – 1885 Briargate Pkwy #515, Colorado Springs, CO 80920 (LL# 03-22427)**
5. Is this a new or existing business (how long in existence?) **Existing; ~15 Years**
6. How many full and part time employees do you have? **9 full time 38 part time**
7. Why type of service do you provide? Is there a menu which can be reviewed? **Full service luxury day spa (with the desire to serve complimentary alcoholic beverages)**
8. What are the hours of operation for liquor sales? **MTWS 9-6 ThF 9-7 Sun 11-6**
9. Are all your employees trained on the liquor code? **Not yet—all employees who will serve or handle alcohol will complete approved responsible vendor training before we begin service and ongoing for new hires.**
10. Please list what particular training or program you use? **TIPS Alcohol training**
11. Are there any point of sale systems in place to check identification? **We do not use a traditional POS for alcohol since DRINK is complimentary. However, we will implement a simple logged check-in process where staff verify ID for any guest receiving a drink. We will use visual checks and, if needed, scanning tools/apps for IDs**
12. What do you do if an employee violates the policy and serves a minor? **Any employee who serves a minor will face immediate disciplinary action, up to and including termination. The incident will be documented, reported to management/owners immediately, and we will cooperate fully with any investigation by local or state authorities. We will review and retrain staff as needed.**
13. How are you going to monitor that your employees are asking for ID? Are you going to have your own compliance check?
  - **Require ID checks for every guest receiving alcohol.**
  - **Conduct random internal spot-checks and role-playing training.**
  - **Review any issues at weekly owner/manager meetings**




- Quarterly review of policies at mandatory staff meetings
  - We welcome and will cooperate with any official compliance checks by the City/County or State Liquor Enforcement Division.
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? Yes. Our written policy requires that all guests receiving an alcoholic drink must show valid ID proving they are 21+. We will post clear signage at the reception area stating: 'We card everyone receiving alcohol. Valid ID required. No exceptions.
  15. How is liquor secured during hours of operation and when closed? Alcohol will be stored in a cabinet/refrigerator accessible only by authorized staff (21+). This area is designated STAFF ONLY.
  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? No.
  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 guests frequently comment on how a welcoming mimosa or glass of wine would enhance their relaxation experience before or after a massage. The Woodhouse is a well known brand and many guests value small luxury touches that reduce stress and support self-care. Offering this complimentary service (on a limited basis) aligns with the area's emphasis on relaxation and hospitality without turning our spa into a bar. We've received positive feedback from longtime clients who appreciate this thoughtful amenity.
  18. Are you confident that you can comply with the liquor code? Yes, we are fully confident. We have reviewed the Colorado Liquor Code and local requirements, chosen a limited complimentary service model, and are committed to implementing strong policies, training, and monitoring. Compliance is a top priority to protect our clients, staff, and the Woodhouse reputation.

# LL2026-041 Project Site Map

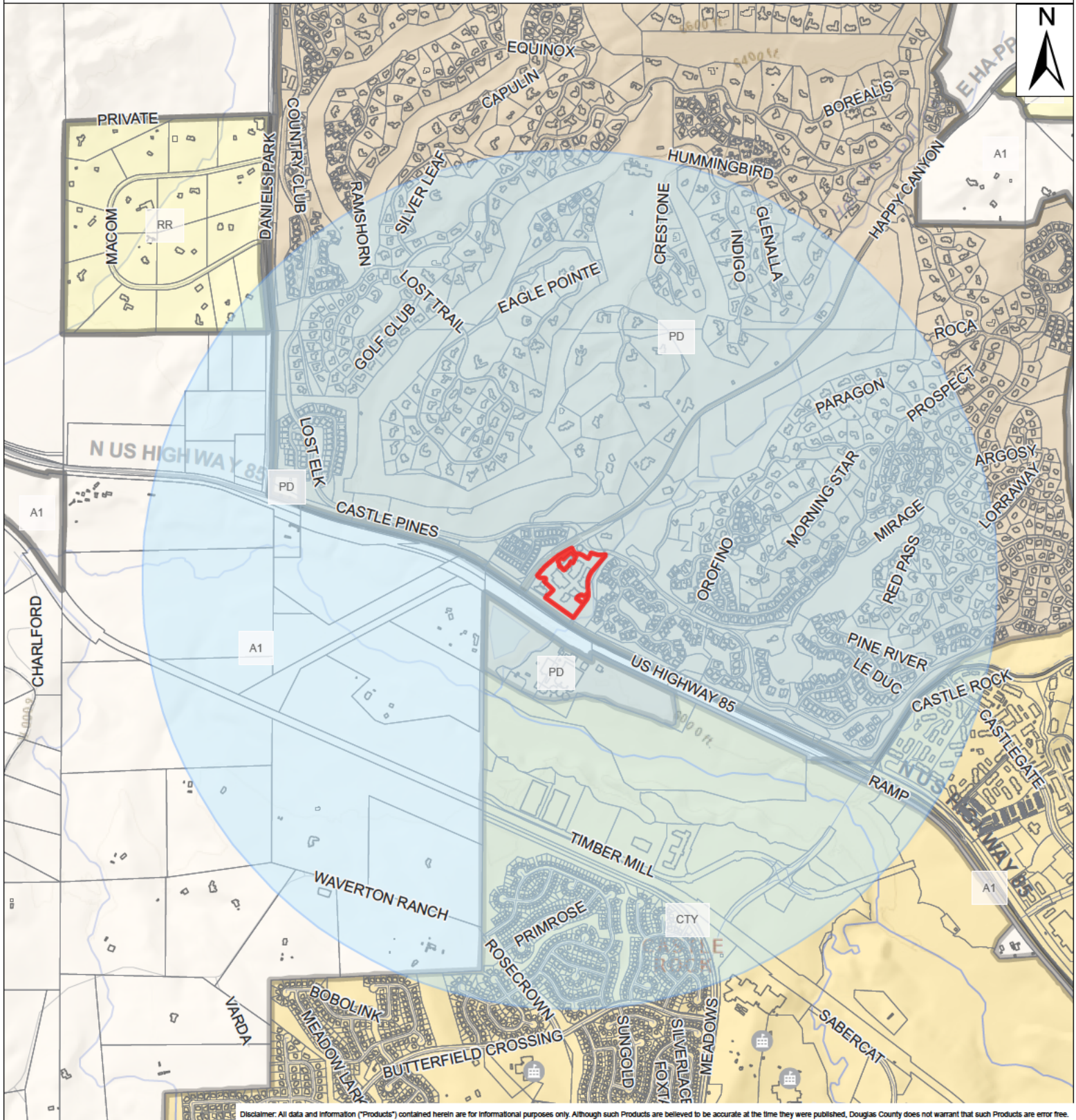


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
-  PARCELS
-  A1 - AGRICULTURAL ONE
-  PD - PLANNED DEVELOPMENT

# LL2026-041 Woodhouse Spa



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-  PD - PLANNED DEVELOPMENT



June 18, 2026

**RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: Woodhouse Spa - Castle Pines**  
 880 West Happy Canyon Road, #130,  
 Castle Rock, CO 80108

Applicant: SSLPSpa LLC  
 Purpose: Application for a NEW BEER AND WINE 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 Woodhouse Spa – Castle Pines being granted a NEW BEER AND WINE License indicated by checking the “YES” column of the signature sheet, those opposed checked the “NO” column. The results were as follows:

IN FAVOR OF LICENSE “YES”		OPPOSED TO LICENSE “NO”		<u>TOTAL SIGNATURES</u>
97%	72	3%	2	74

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

**SURVEY STATISTICS**

	FAVOR “YES”		OPPOSE “NO”		TOTAL
Business Survey Results	100%	18	---	0	18
Residential Survey Results	96%	54	4%	2	56

	BUSINESS	RESIDENTIAL	TOTAL
No Response	2	218	220
Declined to Participate	2	67	69
Not Qualified to Sign	3	12	15
Disqualified	0	0	0
“No” Signatures	0	2	2
“Yes” Signatures	18	54	72
<b>TOTAL CONTACTS &amp; ATTEMPTS</b>	<b>25</b>	<b>353</b>	<b>378</b>

**SURVEY STATISTICS** (Continued)

>Number of Businesses and Residents Contacted: 378 Attempts – 220 No Response = 158  
 >Business Survey Participation Rate: 18 Signatures/ 20 Qualified Contacts = 90%  
 >Residential Survey Participation Rate: 56 Signatures/ 123 Qualified Contacts = 46%  
 >Percentage of Residents Home During Survey: 135 Contacts/ 353 Attempts = 38%

<b><u>CONTACTS NOT QUALIFIED TO SIGN</u></b>		<b><u>REASONS FOR DECLINING TO PARTICIPATE</u></b>	
No English Spoken or Read	8	No Soliciting Signs Posted	45
Under 21	4	Not Interested	21
Owner / Manager Unavailable	3	Do Not Sign Any Petitions / Surveys	2
<b>Total</b>	<b>15</b>	Against Company Policy	1
		<b>Total</b>	<b>69</b>
		<b><u>REASONS FOR OPPOSITION SIGNATURE</u></b>	
		No Reason	2
		<b>Total</b>	<b>2</b>

**PETITION METHODOLOGY**

- Survey Dates and Times:

Residential:	Sunday	June 14, 2026	11:00 am – 5:45 pm
Residential/Business:	Tuesday	June 16, 2026	11:00 am – 3:30 pm
Residential:	Wednesday	June 17, 2026	12:00 pm – 4:00 pm

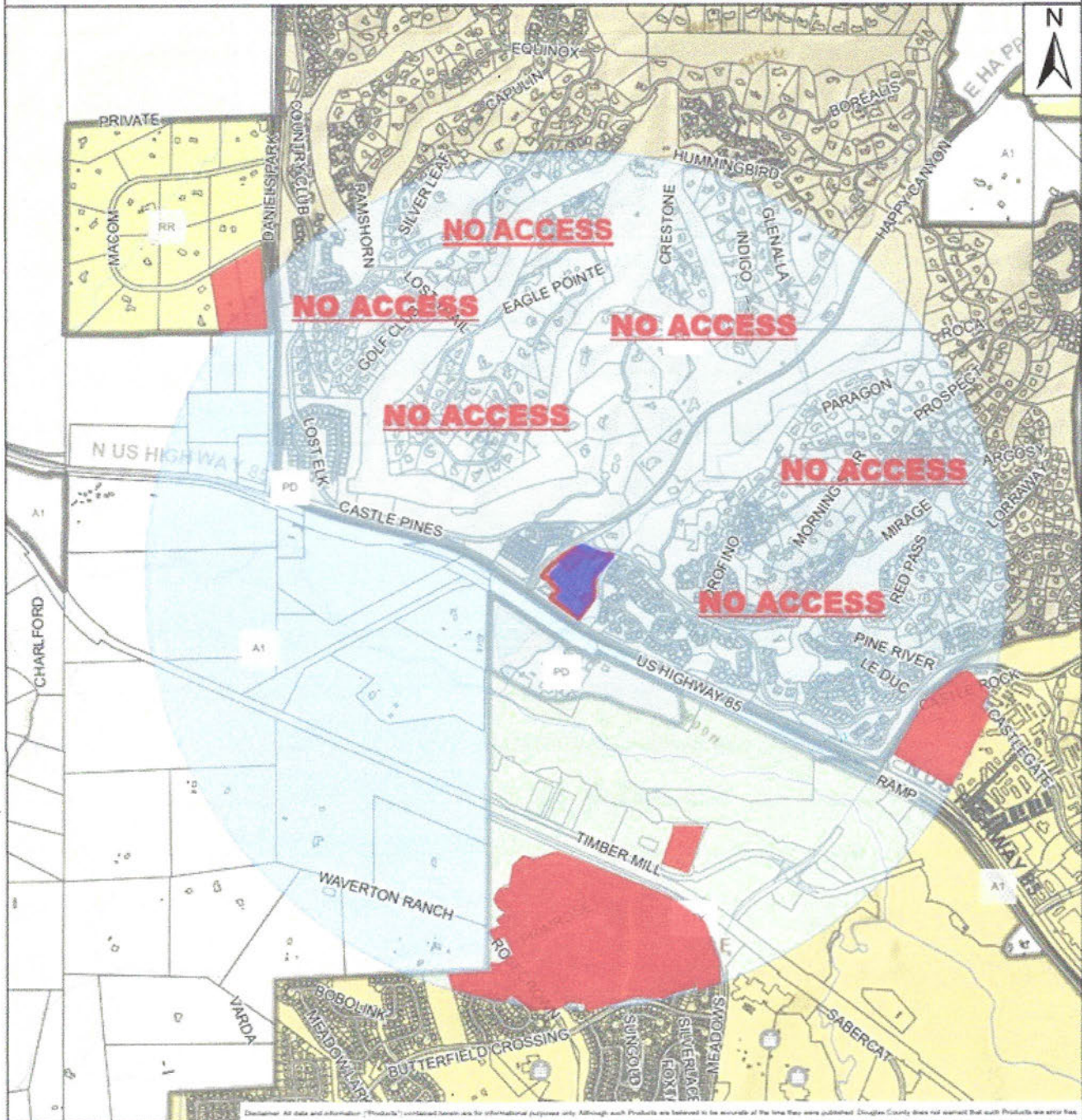
- Survey Areas: Circulators started in areas closest to the proposed license and attempted access in all allowable areas. There are areas in both Castle Pine and Castle Rock that do not allow petitioning. Email or previous letters stating this are provided below. Please see the attached map.
- Circulators of the Survey: There were two circulators of 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’s 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. At the conclusion of the survey, the circulators signed notarized affidavits of circulation. The survey packets were pre-filed with the Douglas County Licensing Clerk.

Report prepared and respectfully submitted by,



Eva L. Garretson  
Liquor Licensing Professionals, LLC

# LL2026-041 Woodhouse Spa



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## SURVEY RESULTS:

**SURVEY DATES:**  
 JUNE 14, 16, & 17,  
 2026

**BUSINESS  
 AREAS  
 COVERED  
 IN SURVEY**

**RESIDENTIAL  
 AREAS  
 COVERED  
 IN SURVEY**



Woodhouse Spa – DOUGLAS COUNTY

TK Teagan Keeler - (Meadowmark - AM) <tkeeler@missionrockres.com>  
To: liquorpros@msn.com

← Reply ↶ Reply all → Forward 🗑️ 📧 📌 ...  
Tue 6/16/2026 3:17 PM

Good Morning!!  
We do not allow Soliciting at this complex.  
Thank you!

**MEADOWMARK**  
**Teagan Keeler**  
Assistant Manager,  
The Meadowmark Apartments  
720-358-1990 | www.themeadowmark.com  
tkeeler@missionrockres.com  
3223 Timber Hill Pkwy, Castle Rock, CO 80109



← Reply → Forward



To Whom it May Concern,

Castle Pines Homes Association maintains Rules and Regulations that prohibit outside organizations from soliciting services, distributing information, or otherwise approaching residents within the community. These restrictions are intended to protect residents' privacy and to ensure that access to the community is not used for unauthorized outreach or solicitation.

In accordance with these rules, Liquor Pros is not permitted to canvass the community, approach residents at the entry gates, or contact residents within the Homes Association building for the purpose of gathering opinions, feedback, or signatures regarding the Country Club's liquor license. This includes any direct or indirect attempts to solicit resident input while on Association property.

Thank you for your understanding.

  
Matt Wortsman  
Chief of Emergency Services

CASTLE PINES HOMES ASSOCIATION, INC.  
688 W. Happy Canyon Road – Castle Rock, CO 80108  
T: 303.814.1345 F: 303.814.1563 E: admin@thevillagecastlepines.com

THEVILLAGECASTLEPINES.COM

**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: SSLPSpa LLC  
 d/b/a: **Woodhouse Spa – Castle Pines**  
 Address: 880 West Happy Canyon Road, #130, Castle Rock, CO 80108  
 Application for a **NEW BEER AND WINE LICENSE**

A **PUBLIC HEARING** will be held on **Tuesday, July 7<sup>th</sup>, 2026, 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 <i>Signature</i>	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager
10/16 2026	Samantha Hoffman <i>Sarah Hoffman</i>	Studio Prive 880 W Happy Canyon Rd Ste 101, Castle Rock, CO 80108	21t	X		Owner <u>Manager</u>
6-16 2026	<i>[Signature]</i> Kraus Gross	Anselmos Family pizzeria and pasta 880 W Happy Canyon Rd St. 105	34	X		Owner <u>Manager</u>
6-16 2026	<i>[Signature]</i> Melanie Jones	Lineview Dental	51	X		Owner <u>Manager</u>
6/16/26	Matt Sanders <i>[Signature]</i>	Brightmont -858 W H.C. RD STE. 120	21t	X		Owner <u>Manager</u>
6/16/26	Megan Smith <i>[Signature]</i>	Dentistry@happy 858 W. Happy canyon Rd Castle Rock CO 80108 #145	30	X		Owner <u>Manager</u>

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

Today's Date w/ Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager
6/16/26	LISA LANG <i>Lisa Lang</i>	858 W Happy Canyon Rd Castle Rock CO 80108 #115	21+	X		Owner Manager
6/16/26	Stacy Ewing Holloway <i>Stacy L. Ewing Holloway</i>	The White Antler 862 W. Happy Canyon Rd Castle Pines, Co 80108	53	X		Owner Manager
6/16/26	Melody Bean <i>Melody B</i>	Prime IV 862 W Happy Canyon Rd Castle Rock CO 80108 #110	49	X		Owner Manager
6/16/26	Brian Voelker <i>B</i>	Peak Potential 862 W HAPPY CANYON RD Castle Rock CO 80108 #100	37	X		Owner Manager
6/16/26	Paul Dwyer <i>Paul Dwyer</i>	858 W HAPPY CANYON RD C. Rock 80108 #110	62	X		Owner Manager
6/14/26	Kathleen Hunter <i>Kathleen Hunter</i>	Masterpiece Outdoor Living #100 864 W. Happy Canyon Rd	63	X		Owner Manager
6/16/26	Anne Peterson <i>Anne Peterson</i>	Dadds Wine Vault 872 W Happy Canyon Rd.	33	X		Owner Manager
6/16/26	Kimberly Kerick <i>Kimberly Kerick</i>	TRESSLES 880 W. HAPPY CANYON RD #150	58	X		Owner Manager
6/16/26	Asnith Heath <i>Asnith Heath</i>	Origins #140 880 Happy Canyon	41	X		Owner Manager
6/16/26	Morian Soltero <i>Morian Soltero</i>	Woodhouse #130 880 W Happy Canyon	29	X		Owner Manager
6/16/26	Charlotte Mattox <i>Charlotte Mattox</i>	Castle Rock Keyway 856 W Happy Canyon Rd #100	62	X		Owner Manager
6/16/26	Ryan Carfel <i>Ryan Carfel</i>	Suite 100C Rock Solid Fitness + Wellness 880 W Happy Canyon Road Castle Rock, CO 80108	39	X		Owner Manager
6/16/26	Teagan Keeler <i>Teagan Keeler</i>	The Meadowmark 3223 Timbermill Phwy, Castle Rock CO 80108	23	X		Owner Manager
						Owner Manager
						Owner Manager

# LL2026-041 Woodhouse Spa



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- A1 - AGRICULTURAL ONE
- RR - RURAL RESIDENTIAL
- PD - PLANNED DEVELOPMENT

~ AFFIDAVIT OF CIRCULATION ~

I, BROOK GARRETSON, 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]  
Signature of Circulator

State of Colorado )  
County of El Paso ) ss.

Subscribed and sworn to before me this 17<sup>th</sup> day of June, 2020

**SYLVIE GAUVIN CIMINO**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20224015408  
MY COMMISSION EXPIRES APRIL 22, 2030

[Signature]  
Notary Public

My Commission expires: April 22, 2030

**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: SSLPSpa LLC  
 d/b/a: **Woodhouse Spa – Castle Pines**  
 Address: 880 West Happy Canyon Road, #130, Castle Rock, CO 80108  
 Application for a **NEW BEER AND WINE LICENSE**

A **PUBLIC HEARING** will be held on **Tuesday, July 7<sup>th</sup>, 2026, at 1:30 p.m.**  
 at the **Douglas County Hearing Room, 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 <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
6/14/26	Trent Johnson <i>(Johnson)</i>	2300 Castlegate Dr N AA 127 Castle Rock, CO 80108	33	✓		
6/14/26	Kandis Everist <i>Kandis Everist</i>	2294 Castle Gate DR APT 227 CO 80108	28	✓		
6/14/26	DONNA MILLER <i>Donna Miller</i>	2294 CASTLEGATE DR N. APT 218	66	✓		
6/14/26	Joshua Anderson <i>Joshua Anderson</i>	2240 Castlegate Dr. N, #1332	45	✓		
6/14/26	Nicole Leap <i>Nicole Leap</i>	2240 Castlegate Dr. #323	46	✓		

Today's Date w/ Year	Printed Name <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
6/14/2026	Zoe Vogt <i>Zoe Vogt</i>	2552 Castle Gate Dr. Apt 535 Castle Rock	33	Yes		
6/14/2026	Stine Kleine <i>Stine Kleine</i>	2552 Castle Gate Dr Apt 513 Castle Rock	62	Yes		
6/14/2026	Carol Erlich <i>Carol Erlich</i>	2552 Castle Gate Dr. Apt 517	72	Yes		
6/14/2026	Stacey Glover <i>Stacey Glover</i>	2204 Castle Gate Dr N Apt 714	54	Yes		
6/14/2026	Donis Reyes <i>Donis Reyes</i>	1636 Apt. Castle Gate Dr. 6217	32	Yes		
6/14/2026	El Pego Gonzalez <i>El Pego Gonzalez</i>	<del>732</del> # 6213 Castle Gate Dr. Apt. 1522	41	Yes		
6/14/2026	Jim Johnson <i>Jim Johnson</i>	Castle Gate Dr # 6213 Apt 1518	58	Yes		
6/14/2026	Kathleen Bonarato <i>K Bonarato</i>	6209 Castle Gate Dr # 1411	81	Yes		
6/14/2026	Chris topher Brennan <i>Chris topher Brennan</i>	6205 Castle Gate Dr. W. Apt. 1313	54	Yes		
6/14/2026	John Inbedrick <i>John Inbedrick</i>	2270 Castle Gate Dr N # 816 CR CO 80108	36	Yes		
6/14/2026	Melinda Netherland <i>Melinda Netherland</i>	2270 Castle Gate Dr N # 815 CR CO 80108	54	Yes		
6/14/2026	Coli Lizotte <i>Coli Lizotte</i>	2286 Castle Gate Pr N Apt 1028 Castle Rock CO 80108	33	Yes		
6-16-2026	Stephanie Cordova <i>Stephanie Cordova</i>	3231 Blue Grass Ct Color	60	NO	Yes	
6-16-2026	Chris Liley <i>Chris Liley</i>	3224 Blue Grass Ct Castle Rock, CO 80109	63	Yes		
6/16/2026	Cory Donofrio <i>Cory Donofrio</i>	5351 Blue Bonnet Ct Castle Rock, CO	37	yes		

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

Today's Date w/ Year	Printed Name <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
6/16/2026	Charlene (CB) Ledsoe <i>her signature</i>	5331 Blue Bonnet Ct	76	✓		
6/17/26	Yash (DIXIT) <i>Yash Dixit</i>	3698 Buffalo Grass Ln.	24	✓		
6/17/26	Donna Stepanian (Stepanian) <i>Donna Stepanian</i>	3656 Buffalo Grass Ln.	53		✓	
6/17/26	Tiffany Jones <i>Tiffany Jones</i>	3588 Buffalo Grass Ln	43	✓		
6/17/26	Charles Dimino (Charles Dimino) <i>Charles Dimino</i>	5742 FLOWERS RD 3080	81	✓		
6/17/26	EmmalConnell <i>EmmalConnell</i>	3547 Morning Glory DR	33	✓		
6/17/2026	KATRINA KESTER <i>KATRINA KESTER</i>	3555 MORNING GLORY DR	31	✓		
6/17/2026	Janelle Leboy <i>Janelle Leboy</i>	3559 Morning Glory Dr	39	✓		
6/17/26	Reid Rainer <i>Reid Rainer</i>	3859 Licorice Ct (Licorice)	23	✓		
6/17/26	Regan Archibald <i>Regan Archibald</i>	3914 morning glory Dr	22	✓		
6/17/2026	Regan Archibald <i>Regan Archibald</i>	3979 Primrose Ln.	26	✓		
6/17/26	Michelle Minaki <i>Michelle Minaki</i>	3619 Primrose Ln	31	✓		

# LL2026-041 Woodhouse Spa



Date Saved: 6/2/2026 2:42 PM

~ AFFIDAVIT OF CIRCULATION ~

I, Brooke Peterson, being of legal age (21 years or older), do hereby state that I was the circulator of said petition and further state that

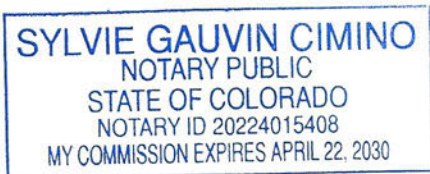
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older
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[Signature]  
Signature of Circulator

State of Colorado )  
County of El Paso ) ss.

Subscribed and sworn to before me this 17<sup>th</sup> day of June, 2020



[Signature]  
Notary Public

My Commission expires: April 22, 2030

## 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.**

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 d/b/a: **Woodhouse Spa – Castle Pines**  
 Address: 880 West Happy Canyon Road, #130, Castle Rock, CO 80108  
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A **PUBLIC HEARING** will be held on **Tuesday, July 7<sup>th</sup>, 2026, at 1:30 p.m.**  
 at the **Douglas County Hearing Room, 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**).
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**Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address**

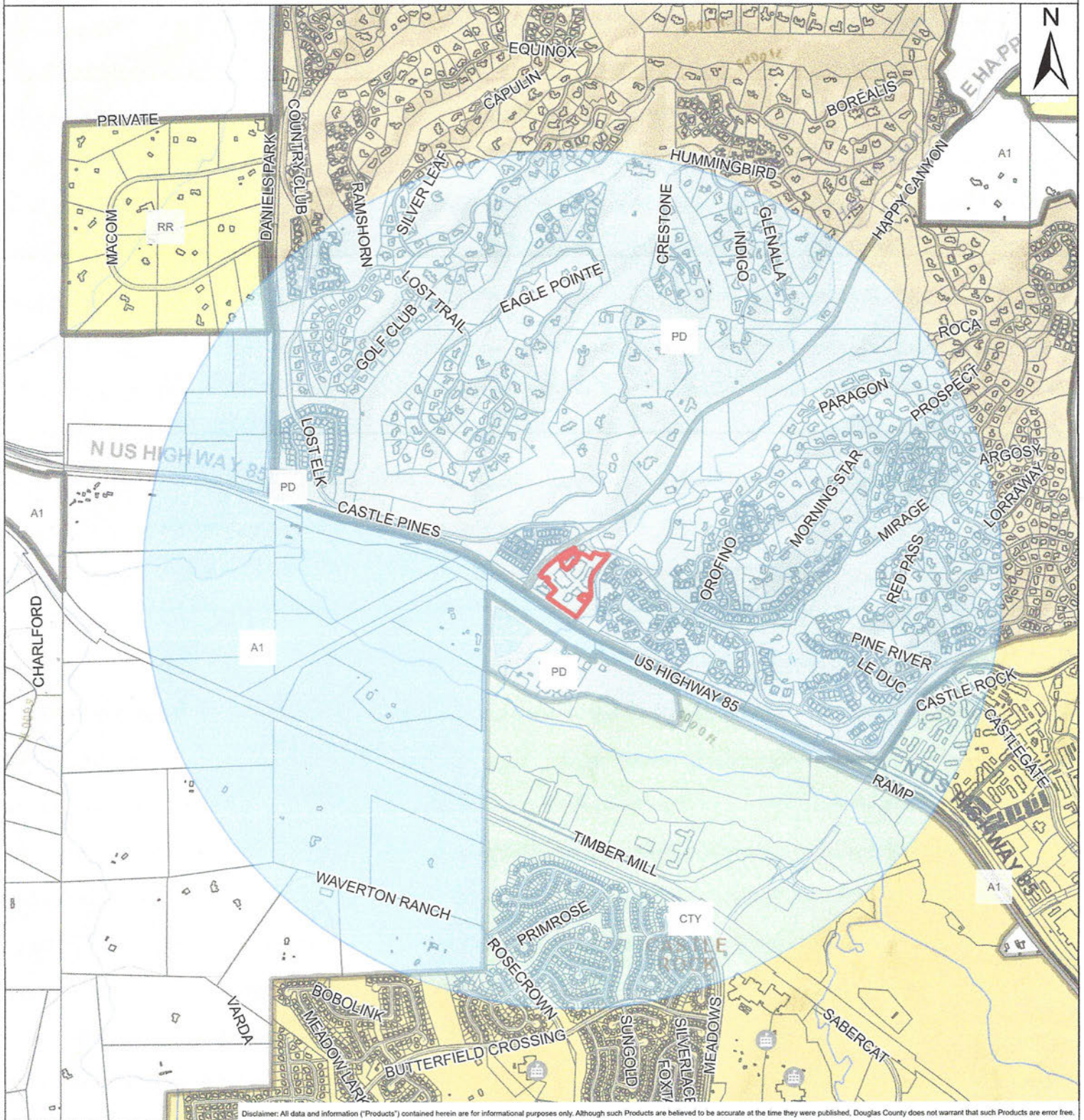
Today's Date w/ Year	Printed Name <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
6/14/26	Kevin Edwards <i>[Signature]</i>	#136 2300 Gate Gate DRW CR CO	34	✓		No problem
6/14/26	German Albaracin German A.G.	2300 Castlegate Dr North #125	41	✓		
6/14/26	<i>[Signature]</i> Quaha House	2300 Castlegate Dr North #111	36	✓		
6/14/26	Hickory Stover <i>[Signature]</i>	2240 Castlegate Dr North #315	21	✓		
6/14/26	Theo Anderson <i>[Signature]</i>	2246 #438 CASTLEGATE DR N CR.	28	✓		

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

Today's Date w/ Year	Printed Name <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
6/14/26	Adam Sanma <i>[Signature]</i>	2246 Castlegate Dr. N. #426	28	✓		Not against
6/14/26	Joshua Crowell <i>[Signature]</i>	2252 Castlegate Dr N. Apt 531	48	X		Not against
6/14/26	Melinda Mace <i>[Signature]</i>	2252 Castlegate Dr N Apt 521	30	✓		
6/14/26	Maribel Nte Maribel Martinez	2252 Castle Gate DR N #511	45	✓		
6/14/26	Kerry Balz <i>[Signature]</i>	2204 Castlegate DR N APT 735	50	✓		
6/14/26	Mark Duran <i>[Signature]</i>	2264 Castle Gate DR N APT 722	35	✓		
6/14/26	Matt Telli <i>[Signature]</i>	6217 Castle Gate DR N #1414	72	✓		
6/14/26	Emeral Aramleta E. Aramleta	6213 Castle Gate Dr N #1534	31	X		
6/14/26	Barry Casey <i>[Signature]</i>	6213 CASTLEGATE #1514	72	✓		
6/14/26	Cheyenne Fink <i>[Signature]</i>	6209 Castlegate DRW APT 1425	25	✓		
6/14/26	Mary Allington NANCY ALLINGTON	6209 Castlegate Dr Castle, #1423 #1423	72	✓		
6/14/26	Janis Sato <i>[Signature]</i>	2246 Castlegate DR. N. 1424	57	✓		
6/14/26	Melanie Hunter <i>[Signature]</i>	2288 Castlegate DR N #1023 (#1023)	70	✓		
6/14/26	Patrick Graham PATRICK GRAHAM	3679 Buffalo Grass Lane	30	✓		
6/17/26	Brenda Butler <i>[Signature]</i>	3641 Starflower Rd. CO, 80109	67	✓		



# LL2026-041 Woodhouse Spa



Disclaimer: All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time they were published, Douglas County does not warrant that such Products are error free.

Date Saved: 6/2/2026 2:42 PM

- A1 - AGRICULTURAL ONE
- RR - RURAL RESIDENTIAL
- PD - PLANNED DEVELOPMENT


~ AFFIDAVIT OF CIRCULATION ~

I, EVA L. GARRETON, 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.
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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 )  
County of El Paso ) ss.

Subscribed and sworn to before me this 19<sup>th</sup> day of June, 2020

**ELISE CIMINO**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184021878  
MY COMMISSION EXPIRES MAY 23, 2030

Elise Cimino  
Notary Public

My Commission expires: May 23, 2030

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www.douglas.co.us

**MEETING DATE:** July 7, 2026

**STAFF PERSON RESPONSIBLE:** Scott Weeks, Senior Planner

**DESCRIPTION:** The Magic Manor - Entertainment Facility Liquor License - Project File: LL2026-040.

**SUMMARY:** The request is for approval of an Entertainment Facility liquor license for Dream Masterz Productions Inc., dba The Magic Manor.

**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 conditions should 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.
2. Prior to issuance of the license, staff will conduct an inspection of the premises.

**REVIEW:**

Kati Carter	Escalated	6/25/2026
Steven E Koster	Approve	6/25/2026
Jeff Garcia	Approve	6/26/2026
Doug DeBord	Approve	7/1/2026
Samantha Hutchison - FYI	Notified - FYI	7/1/2026

**ATTACHMENTS:**

Cover Page  
Staff Report - LL2026-040

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www.douglas.co.us

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Steven E Koster	Approve	6/25/2026
Jeff Garcia	Approve	6/26/2026
Doug DeBord	Approve	7/1/2026

**ATTACHMENTS:**

Staff Report - LL2026-040

## Liquor License Staff Report

**Date:** June 25, 2026  
**To:** Douglas County Liquor Licensing Authority  
**Through:** Douglas J. DeBord, County Manager  
**From:** Kati Carter, AICP, Director of Community Development *SK for KCC*  
**CC:** Scott Weeks, Senior Planner  
Shanna Austin, Public Outreach and Assistance Manager  
Steve Koster, AICP, Deputy Director of Community Development  
**Subject:** **The Magic Manor, Entertainment Facility Liquor License**  
**Project File:** **LL2026-040**

---

**Local Liquor Licensing Authority Hearing:** **July 7, 2026 @ 1:30 p.m.**

---

### **I. EXECUTIVE SUMMARY**

The request is for approval of an Entertainment Facility liquor license for Dream Masterz Productions Inc., dba The Magic Manor.

### **II. APPLICATION INFORMATION**

#### **A. Applicant**

Dream Masterz Productions Inc.  
5450 Manhart Street  
Sedalia, CO 80135

#### **B. Applicant's Representative**

Sam Harden  
Messner Reeves LLP  
1550 Wewatta Street, Suite 710  
Denver, Colorado 80202

#### **C. Request**

An application for an entertainment facility liquor license was submitted on May 12, 2026. This type of liquor license must comply with Section 44-3-428 of the Colorado Liquor Code. Under an entertainment facility license, alcoholic beverages must be sold for consumption on the premises.

#### **D. Location**

The site is located at 5450 Manhart Street, Sedalia, Colorado, in the Sedalia Downtown (D) District.

### III. CONTEXT

Development of the site was originally approved with project file SP1988-007 and most recently revised under US2025-009. Entertainment facilities are allowed as part of the approvals. The business hours of alcohol sales will depend on the specific events or shows booked but will generally be between 5 p.m. and 12 a.m. Wednesdays through Sundays. There are 8 full and part-time employees. The premises will be closely monitored by the manager on duty and security cameras, and ServeSafe Training will be completed by all employees.

### IV. 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.

### V. STAFF ANALYSIS

An entertainment facility liquor license may be approved upon the finding by the Liquor License Authority that the following standards have been met:

**44-3-311(1): Notice was posted and published.**

*Staff Comment: Notice was posted on May 19, 2026 and published on June 26, 2026.*

**44-3-413(III)(d)(I): 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.*

**44-3-301(2)(a): 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 June 1 and June 18, 2026, 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 100% in support of the license.*

**44-3-307(3)(a): The licensee is of good moral character.**

*Staff Comment: Background investigations are complete and show no relevant criminal history.*

**44-3-301(F)(b): The licensee has legal possession of the premises.**

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

**US2025-009: The premises is suitable for the requested license.**

*Staff Comment: The property is zoned as Sedalia Downtown (D) District and a Use by Special Review (US) was approved for the use on January 13, 2026.*

**VI. 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 conditions should be considered for inclusion in the motion to approve the license:

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<b>ATTACHMENTS</b>	<b>PAGE</b>
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Project Site Map.....	52
Boundary Map .....	53
Petition Results .....	54

## Colorado Liquor Retail License Application

\* Note that the Division will not accept cash  Paid by Check Date Uploaded to Movelt  
 Paid Online

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 and Beer Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Spouse or Partner in a Civil Union)

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

Dream Masterz Productions Inc

FEIN Number 84-1459208 State Sales Tax Number 96799069-0001

Trade Name of Establishment (DBA) The Magic Manor Business Telephone 303-660-2357

Address of Premises (specify exact location of premises, include suite/unit numbers)  
5450 Manhart St

City Sedalia County Douglas State CO ZIP Code 80135

Mailing Address (Number and Street)  
3721 Starflower Rd

City or Town Castle Rock State CO ZIP Code 80109

Email Address  
kkiesling@messner.com

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

Present Trade Name of Establishment (DBA)  
NA

Present State License Number Present Class of License Present Expiration Date

**Section A Nonrefundable application fees\***

<input type="checkbox"/>	Application Fee for New License.....	\$1,100.00
<input checked="" type="checkbox"/>	Application Fee for New License with Concurrent Review.....	\$1,200.00
<input type="checkbox"/>	Application Fee for Transfer.....	\$1,100.00

**Section B Liquor License Fees\***

<input type="checkbox"/>	Add Optional Premises to H & R.....	\$100.00 X	<input type="text"/>	Total	<input type="text"/>
<input type="checkbox"/>	Add Sidewalk Service Area.....				\$75.00
<input type="checkbox"/>	Arts License (City).....				\$308.75
<input type="checkbox"/>	Arts License (County).....				\$308.75
<input type="checkbox"/>	Beer and Wine License (City).....				\$351.25
<input type="checkbox"/>	Beer and Wine License (County).....				\$436.25
<input type="checkbox"/>	Brew Pub License (City).....				\$750.00
<input type="checkbox"/>	Brew Pub License (County).....				\$750.00
<input type="checkbox"/>	Campus Liquor Complex (City).....				\$500.00
<input type="checkbox"/>	Campus Liquor Complex (County).....				\$500.00
<input type="checkbox"/>	Campus Liquor Complex (State).....				\$500.00
<input type="checkbox"/>	Club License (City).....				\$308.75
<input type="checkbox"/>	Club License (County).....				\$308.75
<input type="checkbox"/>	Distillery Pub License (City).....				\$750.00
<input type="checkbox"/>	Distillery Pub License (County).....				\$750.00
<input type="checkbox"/>	Entertainment Facility License (City).....				\$500.00
<input checked="" type="checkbox"/>	Entertainment Facility License (County).....				\$500.00
<input type="checkbox"/>	Hotel and Restaurant License (City).....				\$500.00
<input type="checkbox"/>	Hotel and Restaurant License (County).....				\$500.00
<input type="checkbox"/>	Hotel and Restaurant License with one optional premises (City).....				\$600.00
<input type="checkbox"/>	Hotel and Restaurant License with one optional premises (County).....				\$600.00
<input type="checkbox"/>	Liquor-Licensed Drugstore (City).....				\$227.50
<input type="checkbox"/>	Liquor-Licensed Drugstore (County).....				\$312.50
<input type="checkbox"/>	Lodging Facility License (City).....				\$500.00
<input type="checkbox"/>	Lodging Facility License (County).....				\$500.00

**Section B Liquor License Fees\* (Continued)**

<input type="checkbox"/> Manager Registration - H & R.....	\$30.00
<input type="checkbox"/> Manager Registration - Tavern.....	\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....	\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....	\$30.00
<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Racetrack License (City).....	\$500.00
<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....	\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Retail Liquor Store License - Additional (City).....	\$227.50
<input type="checkbox"/> Retail Liquor Store License - Additional (County).....	\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....	\$227.50
<input type="checkbox"/> Retail Liquor Store (County).....	\$312.50
<input type="checkbox"/> Tavern License (City).....	\$500.00
<input type="checkbox"/> Tavern License (County).....	\$500.00
<input type="checkbox"/> Vintners Restaurant License (City).....	\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....	\$750.00

Questions? Visit: [SBG.Colorado.gov/Liquor](http://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](http://SBG.Colorado.gov/Liquor) for more information

**Items submitted, please check all appropriate boxes completed or documents submitted**

---

## I. Applicant information

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

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

## III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

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

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

**Do not complete fingerprint cards prior to submitting your application.**

The Vendors are as follows:

**IdentoGO**

Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>

State Liquor Code for IdentoGO: 25YQHT

**Colorado Fingerprinting**

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

#### V. Sole proprietor/Spouse or partners in a civil union (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

#### VI. Corporate applicant information (if applicable)

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

#### VII. Partnership applicant information (if applicable)

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

#### VIII. 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)

#### IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- \$30.00 fee
- If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?.....  Yes  No

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):

a. Been denied an alcohol beverage license?.....  Yes  No

b. Had an alcohol beverage license suspended or revoked?.....  Yes  No

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?.....  Yes  No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. 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?.....  Yes  No

If "yes", explain in detail.

4. 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?.....  Yes  No

or

Waiver by local ordinance?  Yes  No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?...  Yes  No

b. Are you a Colorado resident?.....  Yes  No

7. 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.....  Yes  No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?.....  Yes  No

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
JOE + CAROL GIVAN	Dream Masterz Productions Inc	5/1/2030

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9.....  Yes  No

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".

9. 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	
NA			
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	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.**

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?.....  Yes  No

Number of additional Optional Premise areas requested. (See license fee chart)

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.

11. 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 L L D S premise?.....  Yes  No

**If "yes" a copy of license must be attached.**

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?.....  Yes  No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?.....  Yes  No

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?.....  Yes  No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached).....  Yes  No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?.....  Yes  No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?.....  Yes  No

**If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

Givan

Joseph

16. 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

Name

NA

Type of License

Account Number

**17. Related Facility - Campus Liquor Complex applicants answer the following:**

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?.....**  Yes  No

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

NA

**18. Entertainment Facility License**

- If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:.....**  Yes  No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

- If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:.....**  Yes  No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

**19. Tax Information.**

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....**  Yes  No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....**  Yes  No

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	Date of Birth (MM/DD/YY)
Carol Lee Massie-Givan	7/28/1958

Street Address

3721 Starflower Rd

City	State	ZIP Code	Position	% Owned
Castle Rock	CO	80109	Secretary / Tresurer	50%

Name	Date of Birth (MM/DD/YY)
Joseph Givan	9/25/1962

Street Address

3721 Starflower Rd

City	State	ZIP Code	Position	% Owned
Castle Rock	CO	80109	President/ VP	50%

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

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

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.

I would like to apply for a Two-Year Renewal.....  Yes  No

### 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 and Wine Code which affect my license.

Printed Name

Joseph Givan

Title

President / VP

Authorized Signature

*Joseph P. Givan*

Date (MM/DD/YY)

05/04/26

**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)

For Transfer Applications Only - Is the license being transferred valid?.....  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

Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?.....  Yes  No

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?.....  Yes  No

**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.

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?.....  Yes  No

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.**

**Report and Approval of Local Licensing Authority (Continued)**

Local Licensing Authority approves the Temporary Permit.....  Yes  No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

\*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

\*\*If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal.....  Yes  No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

Town, City

County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

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

I, Joseph Givan

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter  
“Waiver”) on behalf of

(the “Applicant/Licensee”)

Dream Masterz Productions Inc

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)

Dream Masterz Productions Inc

Social Security Number/Tax Identification Number

84-1459208

Home Phone Number

same

Business/Work Phone Number

303-660-2357

Street Address

5450 Manhart St

City

Sedalia

State

CO

ZIP Code

80135

Printed name of person signing on behalf of the Applicant/Licensee

Joseph Givan

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

*Joseph Givan*

05/04/26

**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, Lodging Facility, and Entertainment Facility 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)

Name of Business

Dream Masterz Productions Inc

Home Phone Number

303-660-2357

Cellular Number

same

Your Full Name (last, first, middle)

Givan, Joseph P

List any other names you have used

NA

Mailing address (if different from residence)

3721 Starflower Rd Castle Rock CO 80109

Email Address

joe@amazingshows.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

3721 Starflower Rd

Current City, State, ZIP

Castle Rock CO 80109

From:

1/1996

To:

Present

Previous Street and Number

Previous City, State, ZIP

From:

To:

## Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Self-employed

Address (Street, Number, City, State, ZIP)

Position Held

Magician

From:

1/1980

To:

Present

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Carol Massie-Givan

Relationship to You:

Spouse

Position Held

Secretary / Treasurer

Name of Licensee

Pending - Entertainment license

Name of Relative

Relationship to You:

Position Held

Name of Licensee

### Individual History Record (Continued)

Name of Relative NA	Relationship to You:
Position Held	Name of Licensee
Name of Relative	Relationship to You:
Position Held	Name of Licensee

4. 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? .....  Yes  No

(If yes, answer in detail.)

5. 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?.....  Yes  No

(If yes, answer in detail.)

6. 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?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?.....  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth 9/25/1962	Social Security Number [REDACTED]	Place of Birth Denver CO
----------------------------	--------------------------------------	-----------------------------

U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where NA	When NA
--	-----------------------------------	------------

Name of District Court NA	Naturalization Certificate Number NA	Date of Certification NA
------------------------------	---	-----------------------------

If an Alien, Give Alien's Registration Card Number NA	Permanent Residence Card Number NA
--	---------------------------------------

Height 6'0"	Weight 175	Hair Color Grey	Eye Color Brown	Gender Male
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Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Driver's License Number [REDACTED]	Driver's License State CO
---------------------------------------	------------------------------

**Financial Information**

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

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

**NOTE: If corporate investment only, please skip to and complete question 12**

**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment Cash	Account Type Personal Checking / Savings
Bank Name First Bank	Amount <div style="text-align: right;">\$5000</div>
Type: Cash, Services or Equipment  	Account Type  
Bank Name  	Amount  
Type: Cash, Services or Equipment  	Account Type  
Bank Name  	Amount  
Type: Cash, Services or Equipment  	Account Type  
Bank Name  	Amount  

**12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

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

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

Name of Lender NA	Address  
Term  	Security  
Amount  	


**Personal and Financial Information (Continued)**

Name of Lender		Address
NA		
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount

**Oath of Applicant**

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

Electronic signature is not accepted, physical signature is required.

	
Print Signature	
Joseph Givan	
Title	Date (MM/DD/YY)
President / VP	05/04/26

## 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, Lodging Facility, and Entertainment Facility 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)

Name of Business

Dream Masterz Productions Inc

Home Phone Number

same

Cellular Number

303-660-2357

Your Full Name (last, first, middle)

Givan-Massie, Carol Lee

List any other names you have used

Gensemer / Massie

Mailing address (if different from residence)

3721 Starflower Rd Castle Rock CO 80109

Email Address

carol@amazingshows.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

3721 Starflower Rd

Current City, State, ZIP

Castle Rock CO 80109

From:

1/1996

To:

Present

Previous Street and Number

Previous City, State, ZIP

From:

To:

## Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Sel-Employed

Address (Street, Number, City, State, ZIP)

Position Held

Magician

From:

1/1980

To:

Present

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Joseph Givan

Relationship to You:

Spouse

Position Held

President/ VP

Name of Licensee

Pending - Entertainment license

Name of Relative

Relationship to You:

Position Held

Name of Licensee

**Individual History Record (Continued)**

Name of Relative NA	Relationship to You:
Position Held	Name of Licensee
Name of Relative	Relationship to You:
Position Held	Name of Licensee

4. 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? .....  Yes  No

(If yes, answer in detail.)

5. 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?.....  Yes  No

(If yes, answer in detail.)

6. 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?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?.....  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth		Social Security Number		Place of Birth	
7/28/1958		[REDACTED]		Mansfield OH	
U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No		If Naturalized, state where		When	
		NA		NA	
Name of District Court		Naturalization Certificate Number		Date of Certification	
NA		NA		NA	
If an Alien, Give Alien's Registration Card Number			Permanent Residence Card Number		
NA			NA		
Height	Weight	Hair Color	Eye Color	Gender	
5'8"	110	Brown	Brown	Female	
Do you have a current Driver's License/ID? If so, give number and state. .... <input checked="" type="radio"/> Yes <input type="radio"/> No					
Driver's License Number			Driver's License State		
[REDACTED]			CO		

**Financial Information**

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... \$10,000
10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... \$5,000

**NOTE: If corporate investment only, please skip to and complete question 12**  
**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment	Account Type
Cash	Personal Checking / Savings
Bank Name	Amount
First Bank	\$5000
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount

**12. Provide details of the corporate investment described in question 9. 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
NA		
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
NA	
Term	Amount
Security	

**Personal and Financial Information (Continued)**

Name of Lender		Address
NA		
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount

**Oath of Applicant**

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

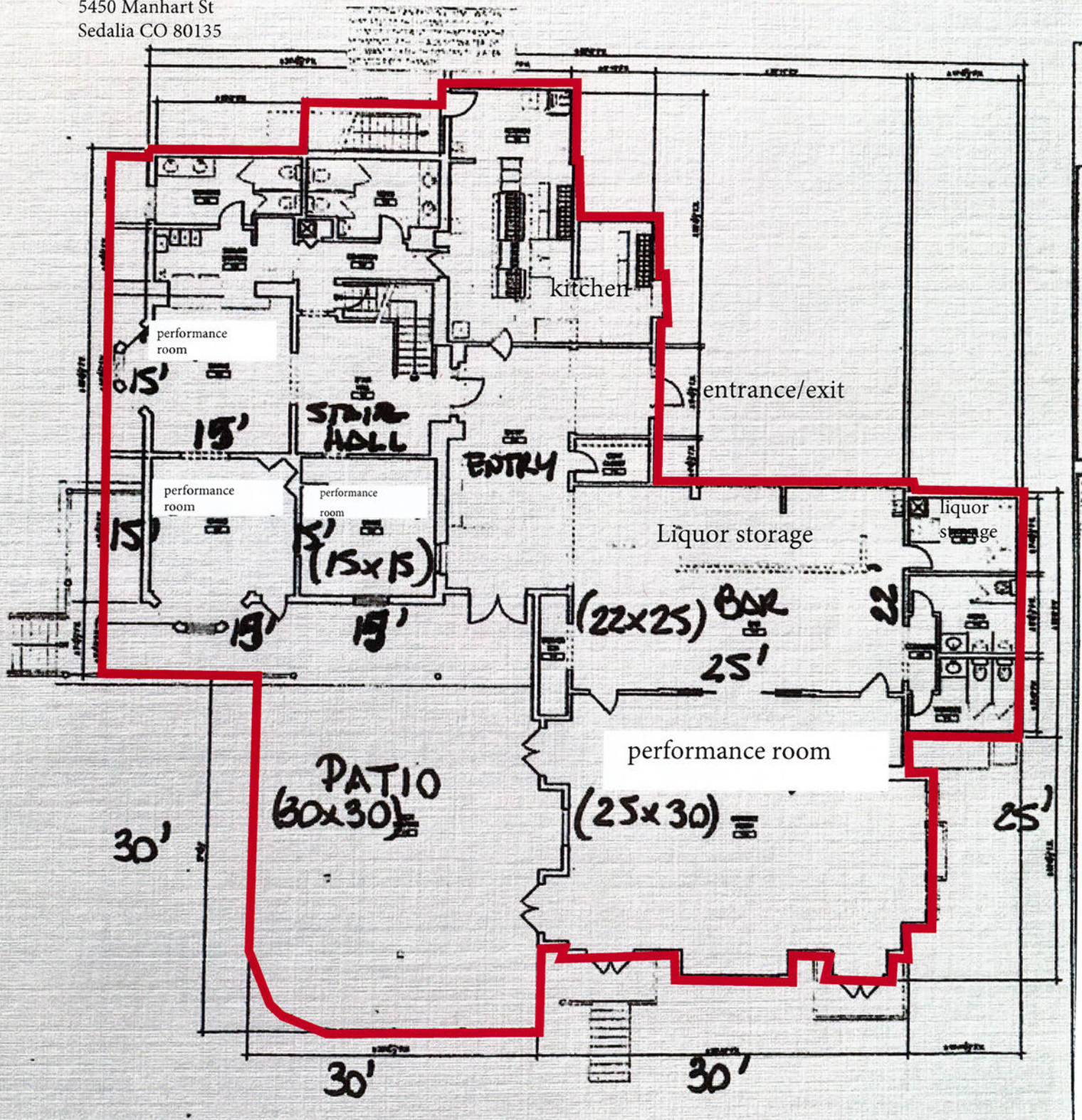
Electronic signature is not accepted, physical signature is required.

X *Carol Lee Massie - Givan*

Print Signature	
Carol Lee Massie - Givan	
Title	Date (MM/DD/YY)
Secretary / Treasurer	05/04/26

Dream Masterz Productions Inc  
The Magic Manor  
5450 Manhart St  
Sedalia CO 80135

# LOWER LEVEL



# UPPER LEVEL

Dream Masterz Productions Inc  
The Magic Manor  
5450 Manhart St  
Sedalia CO 80135



Aug. 3, 1998

8 pages

ARTICLES OF INCORPORATION  
OF  
DREAMASTERZ PRODUCTS, INC.

KNOW ALL MEN BY THESE PRESENCE that the undersigned incorporator, being of the age of twenty-one years or more, desiring to organize a corporation under the Colorado Corporation Act, does make, sign and verify these Articles of Incorporation.

ARTICLE I

NAME

The name of the Corporation is DREAMASTERZ PRODUCTS, INC.

ARTICLE II

TERM OF EXISTENCE

The Corporation is to have perpetual existence.

ARTICLE III

PURPOSE

The purposes of the Corporation and the objects and business to be transacted, promoted and carried on (none of which limit any of the corporate powers enumerated in the Colorado Corporation Act) are as follows:

1. To produce theatrical shows and market products.
2. To engage in any one or more other businesses or transactions which the Board of Directors of this Corporation may authorize, whether related or unrelated to the business described in paragraph (1) above, or to any other business done by this Corporation.

3. In furtherance of the foregoing purposes, the Corporation shall have all the powers, rights and privileges conferred upon corporations by the laws of the State of Colorado. In addition, it may do everything necessary, suitable or proper for the accomplishment of any of its corporate purposes.

ARTICLE IV  
CAPITAL STOCK

The Corporation shall have authority to issue a total of Fifty Thousand (50,000) shares of common stock of the par value of No Par Value per share. Said stock may be issued for money, property, or other things of value, and when issued shall be fully paid and non-assessable. The qualifications, limitations or restrictions of the Capital Stock of the Corporation are as follows:

1. Dividends. Dividends in cash, property or shares of the Corporation may be paid upon the Common Stock, as and when declared by the Board of Directors, out of funds of the Corporation to the extent and in the manner permitted by law.

2. Payment in Liquidation. Upon any liquidation, dissolution, or winding up of the Corporation, and after payment, or setting aside of an amount sufficient to provide for payment, in full, of all debts and liabilities of any other claims against the Corporation, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock. The Board of Directors may, from time to time, distribute to the shareholders in partial liquidation, out of stated capital or capital surplus of the Corporation, a portion of its assets, in

cash or property, in the manner permitted by law. Section 1244 of the Internal Revenue Code shall prevail in the event of corporate dissolution.

3. Voting Rights. The sole voting power shall be and remain solely in the Common Stock, each holder of Common Stock being entitled to one (1) vote, or fraction of a vote, for each share, or corresponding fraction of a share, of Common Stock.

4. Pre-emptive Rights. The holders of the Common Stock of the Corporation shall not have pre-emptive rights.

5. Cumulative Voting. Cumulative voting shall not be allowed in the election of Directors or for any other purposes.

#### ARTICLE V

##### BOARD OF DIRECTORS

The business and affairs of this Corporation and the management thereof shall be vested in a Board of Directors consisting of not less than two (2) Directors, the exact number of which shall be fixed by the By-Laws duly adopted by the Board of Directors.

The persons who shall act as Director until the first annual meeting of the stockholder or until his successor(s) shall be duly elected and qualified shall be:

JOSEPH P. GIVAN: 3721 Starflower Road; Castle Rock, CO 80104

#### ARTICLE VI

##### BY-LAWS

The Board of Director(s) of this Corporation shall have the power to adopt such prudential by-laws as may be deemed necessary or convenient for the proper government and management of

the business and affairs of this Corporation, and to amend, alter, or repeal the same at any regular meeting or at any special meeting called for that purpose.

## ARTICLE VII

### INDEMNITY

Section 1. To the extent permitted by law;

(a) The Corporation shall indemnify any person made a party to an action or proceeding by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that he, his testator or intestate, is or was a director or officer, or employee, of the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action or proceeding, or in connection with an appeal therein, except in relation to matters as to which such person is adjudged to have breached his duty to the Corporation; and

(b) The Corporation shall indemnify any person made or threatened to be made a party to an action or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, which any director or officer or employee of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator or intestate, was a director or officer, or employee of the Corporation, or served such other corporation in any capacity, against judgment, fines, amounts paid in settlement and reasonable

expenses, including attorney's fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such person acted in good faith, for a purpose he reasonably believed to be in the best interests of the Corporation, and, in criminal actions or proceedings, in addition had no reasonable cause to believe that his conduct was unlawful.

## ARTICLE VIII

### CORPORATE OPPORTUNITIES

The officers, directors and other members of management of this Corporation shall be subject to the doctrine of corporate opportunities only insofar as it applies to business opportunities in which this Corporation has expressed an interest as determined from time to time by the Corporation's Board of Directors as evidenced by resolutions appearing in the Corporation's Minutes. When such areas of interest are delineated, all such business opportunities within such areas of interest which come to the attention of the officers, directors and other members of management of this Corporation shall be disclosed promptly to this Corporation and made available to it. The Board of Directors may reject any business opportunity presented to it and thereafter any officer, director or other member of management may avail himself of such opportunity. Until such time as this Corporation, through its Board of Directors, has designated an area of interest, the officers, directors and other members of management of this Corporation shall be free to engage in such areas of interest on their own and this document shall not limit the rights of any officer, director or other member of management of this Corporation

to continue a business existing prior to the time that such area of interest is designated by this Corporation. This provision shall not be construed to release any employee of the Corporation (other than an officer, director or member of management) from any duties which he may have to the Corporation.

## ARTICLE IX

### CONTRACTS OF THE CORPORATION

No contract or other transactions between this Corporation and any other Corporation, whether or not a majority of the shares of the capital stock of such other Corporation is owned by this Corporation, and no act of this Corporation shall be in any way affected or invalidated by the fact that any of the directors, officers or other members of the management of this Corporation are pecuniarily or otherwise interested in or are directors, officers or members of management of such other corporation. Any director, officer or other member of management of this Corporation individually, or any firm of which such director, officer or member of management may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Corporation, provided, however, that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors of this Corporation or a majority thereof; and any director of this Corporation who is also a director, officer or member of management of such other corporation, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation that shall authorize such contract or trans-

action, and may vote thereat to authorize such contract or trans-  
action, with like force and effect as if he were not such Director,  
officer or member of management of such other corporation or not  
so interested.

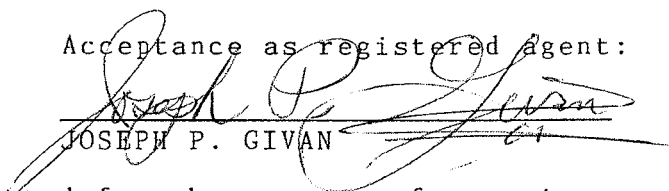
ARTICLE X  
AMENDMENTS

These Articles of Incorporation may be amended from  
time to time as may be permitted by the laws of the State of  
Colorado then in force and effect.

ARTICLE XI  
REGISTERED OFFICE - PRINCIPAL ADDRESS

The registered office and principal business address of  
this Corporation in the State of Colorado shall be 3721 Starflower  
Road; Castle Rock, CO 80104, and the registered agent upon whom  
process may be served in this state is JOSEPH P. GIVAN of the same  
address. Said office and agent may change at any time hereafter  
without amendment of these Articles of Incorporation, by any  
document or instrument required or permitted to be filed by law.

Acceptance as registered agent:

  
JOSEPH P. GIVAN

This Corporation is created for the purpose of carrying  
on a part or all of its business beyond the limits of the State  
of Colorado at such place or places, and in such manner, and to  
such extent as may from time to time be determined by the Board  
of Directors.

ARTICLE XII  
INCORPORATOR

The name and address of the incorporator is as follows:  
JOSEPH P. GIVAN: 3721 Starflower Road; Castle Rock, CO 80104

IN WITNESS WHEREOF, the above named incorporator has hereunto set his hand and seal this 8-3 day of 1998, 1998.

  
JOSEPH P. GIVAN

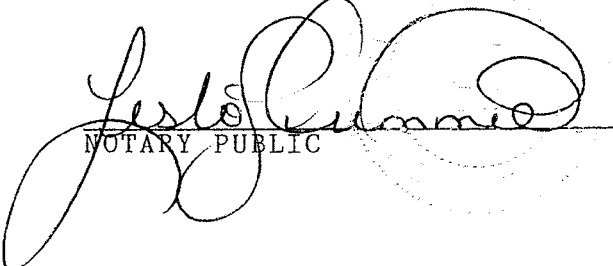
STATE OF COLORADO )  
COUNTY OF Douglas ) SS.

I, Jessie S. Cummins, a Notary Public in the County of Douglas, hereby certify that on the 3rd day of August, 1998, there personally appeared before me the following person:

JOSEPH P. GIVAN

known to me, who being first duly sworn, severally declared that he is the person who signed the foregoing document as incorporator, as his free act and deed on the day and year set forth therein, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of August, 1998.

  
NOTARY PUBLIC

My Commission Expires:

2-16-2001

File Copy

Please include a typed self-addressed envelope

MUST BE TYPED  
FILING FEE: \$50.00  
MUST SUBMIT TWO COPIES

Mail to: Secretary of State  
Corporations Section  
1560 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

For office use only 001

FILED - CUSTOMER COPY  
VICTORIA BUCKLEY  
COLORADO SECRETARY OF STATE

19981145807 M  
\$ 50.00  
SECRETARY OF STATE  
08-11-1998 11:57:09

ARTICLES OF INCORPORATION

Corporation Name DREAMASTERZ PRODUCTS, INC.

Principal Business Address 3721 Starflower Road; Castle Rock, CO 80104  
(Include City, State, Zip)

Cumulative voting shares of stock is authorized. Yes  No

If duration is less than perpetual enter number of years Perpetual

Preemptive rights are granted to shareholders. Yes  No

Stock information: (If additional space is needed, continue on a separate sheet of paper.)

Stock Class Common Authorized Shares 50,000 Par Value No Par

Stock Class ----- Authorized Shares ----- Par Value -----

The name of the initial registered agent and the address of the registered office is: (If another corporation, use last name space)

Last Name GIVAN First & Middle Name JOSEPH P.

Street Address 3721 Starflower Road; Castle Rock, CO 80104  
(Include City, State, Zip)

The undersigned consents to the appointment as the initial registered agent.

Signature of Registered Agent *Joseph P. Givan*

These articles are to have a delayed effective date of: -----

Incorporators: Names and addresses: (If more than two, continue on a separate sheet of paper.)

NAME	ADDRESS
<u>JOSEPH P. GIVAN</u>	<u>3721 Starflower Road</u>
<u>CAROL MASSIE-GIVAN</u>	<u>Castle Rock, CO 80104</u>

Incorporators who are natural persons must be 18 years or more. The undersigned, acting as incorporator(s) of a corporation under the Colorado Business Corporation Act, adopt the above Articles of Incorporation.

Signature *Carol Massie-Givan* Signature *Joseph P. Givan*

Revised 7/95



Please include a typed self-addressed envelope

MUST BE TYPED  
FILING FEE: \$50.00  
MUST SUBMIT TWO COPIES

Mail to: Secretary of State  
Corporations Section  
1560 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

For office use only 001

FILED  
VICTORIA BUCKLEY  
COLORADO SECRETARY OF STATE

19981145807 M

ARTICLES OF INCORPORATION

\$ 50.00  
SECRETARY OF STATE  
08-11-1998 11:57:09

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<u>CAROL MASSIE-GIVAN</u>	<u>Castle Rock, CO 80104</u>

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Signature *Carol Massie-Givan* Signature *Joseph P. Givan*

*cc mfg*  
Revised 7/95

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,

Dream Masterz Productions, Inc.

is a  
Corporation

formed or registered on 08/11/1998 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 19981145807 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/01/2026 that have been posted, and by documents delivered to this office electronically through 05/04/2026 @ 10:52:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/04/2026 @ 10:52:19 in accordance with applicable law. This certificate is assigned Confirmation Number 18518866 .



*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."

**\*\*LEASE AGREEMENT\*\***

This Lease Agreement ("Agreement") is made and entered into as of May 1st, 2026, by and between:

**\*\*Landlords:\*\*** Joe Givan and Carol Givan (collectively, "Landlords")

**\*\*Tenant:\*\*** Dream Masters Productions, Inc. ("Tenant")

**\*\*1. Premises\*\***

Landlords hereby lease to Tenant, and Tenant hereby leases from Landlords, the real property located at:  
5450 Manhart Street, Sedalia, Colorado (the "Premises").

**\*\*2. Term\*\***

The term of this Lease shall be for a period of three (3) years, commencing on May 1st, 2026\*\*, and ending on May 1st 2030 unless earlier terminated in accordance with this Agreement.

**\*\*3. Rent\*\***

Tenant agrees to pay Landlords rent in the amount of One Dollar (\$1.00) per year, payable annually on the first day of each lease year, for a total of Three Dollars (\$3.00) over the full term.

**\*\*4. Use of Premises\*\***

The Premises shall be used for lawful business purposes consistent with Tenant's operations, and for no unlawful purpose. Tenants will have the ability to store, serve, and consume alcoholic drinks on premises

**\*\*5. Maintenance and Repairs\*\***

Tenant agrees to maintain the Premises in good condition and repair during the term of the Lease. Landlords shall not be responsible for routine maintenance or repairs unless otherwise agreed in writing.

**\*\*6. Utilities and Expenses\*\***

Tenant shall be responsible for all utilities, services, and operating expenses associated with the Premises during the lease term, unless otherwise agreed by the parties in writing.

**\*\*7. Alterations\*\***

Tenant shall not make any major alterations or improvements to the Premises without the prior written consent of Landlords. Any approved alterations shall become part of the Premises unless otherwise agreed.

**\*\*8. Assignment and Subleasing\*\***

Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlords, which shall not be unreasonably withheld.

**\*\*9. Default\*\***

If Tenant fails to comply with any material term of this Agreement, Landlords may provide written notice of default. Tenant shall have thirty (30) days to cure such default. Failure to cure may result in termination of this Lease.

**\*\*10. Governing Law\*\***

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

**\*\*11. Entire Agreement\*\***

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements. Any amendments must be in writing and signed by all parties.

**\*\*12. Signatures\*\***

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

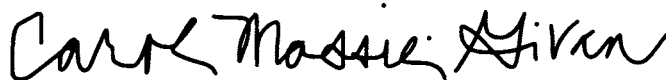
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Joe Givan, Landlord



---

Carol Givan, Landlord

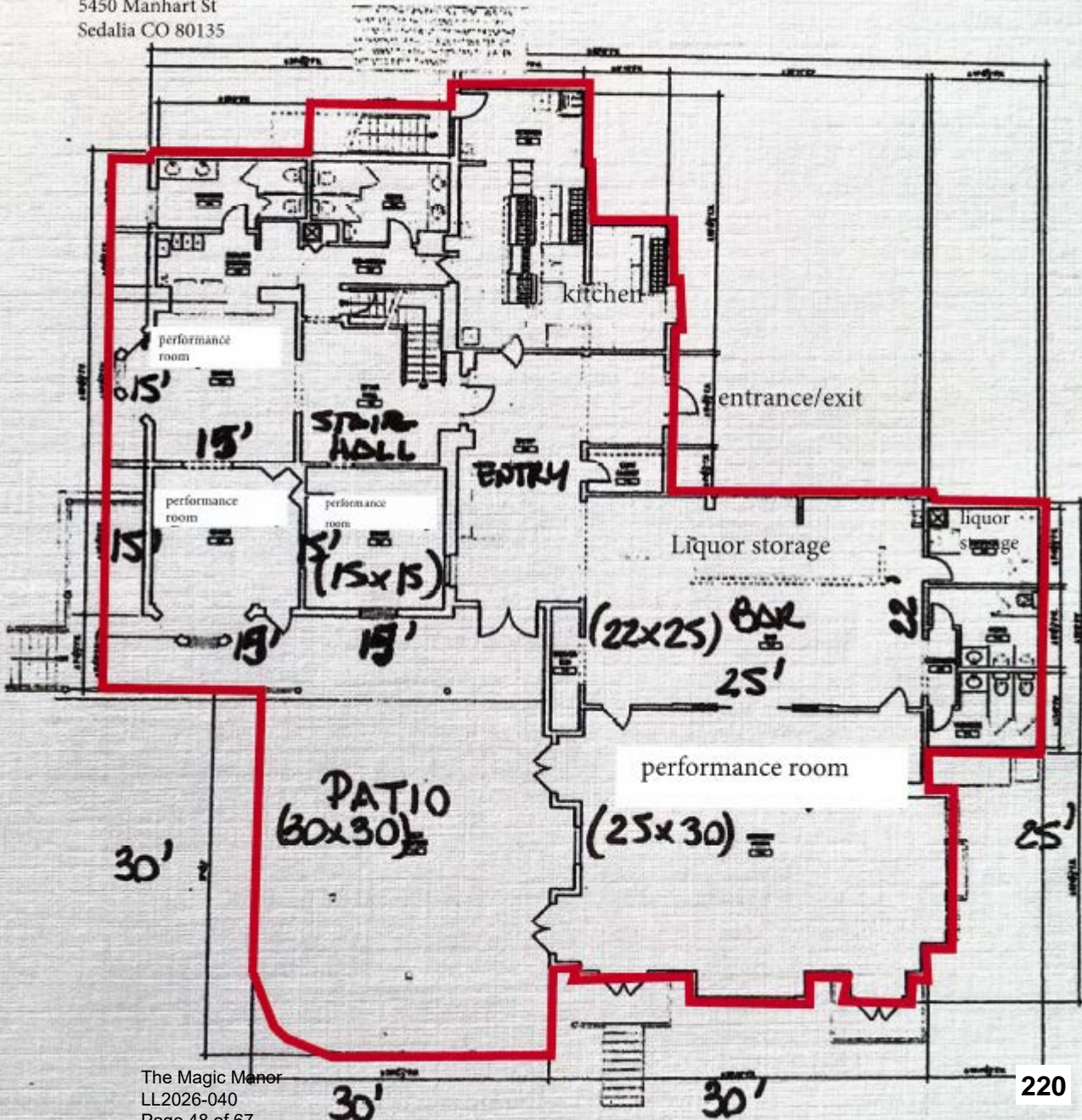


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Authorized Representative  
Dream Masters Productions, Tenant

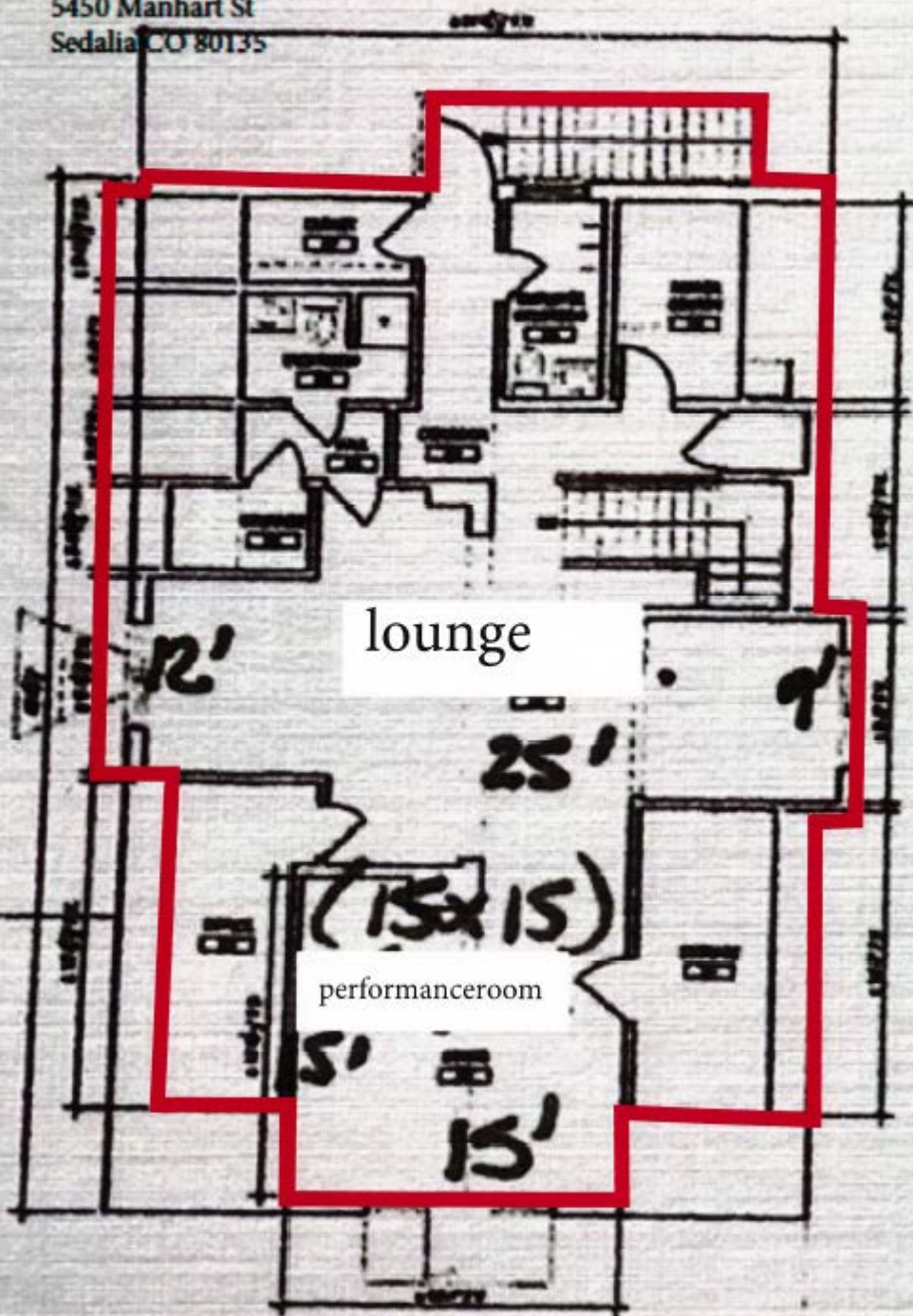


# LOWER LEVEL



# UPPER LEVEL

Dream Masterz Productions Inc  
The Magic Manor  
5450 Manhart St  
Sedalia CO 80135

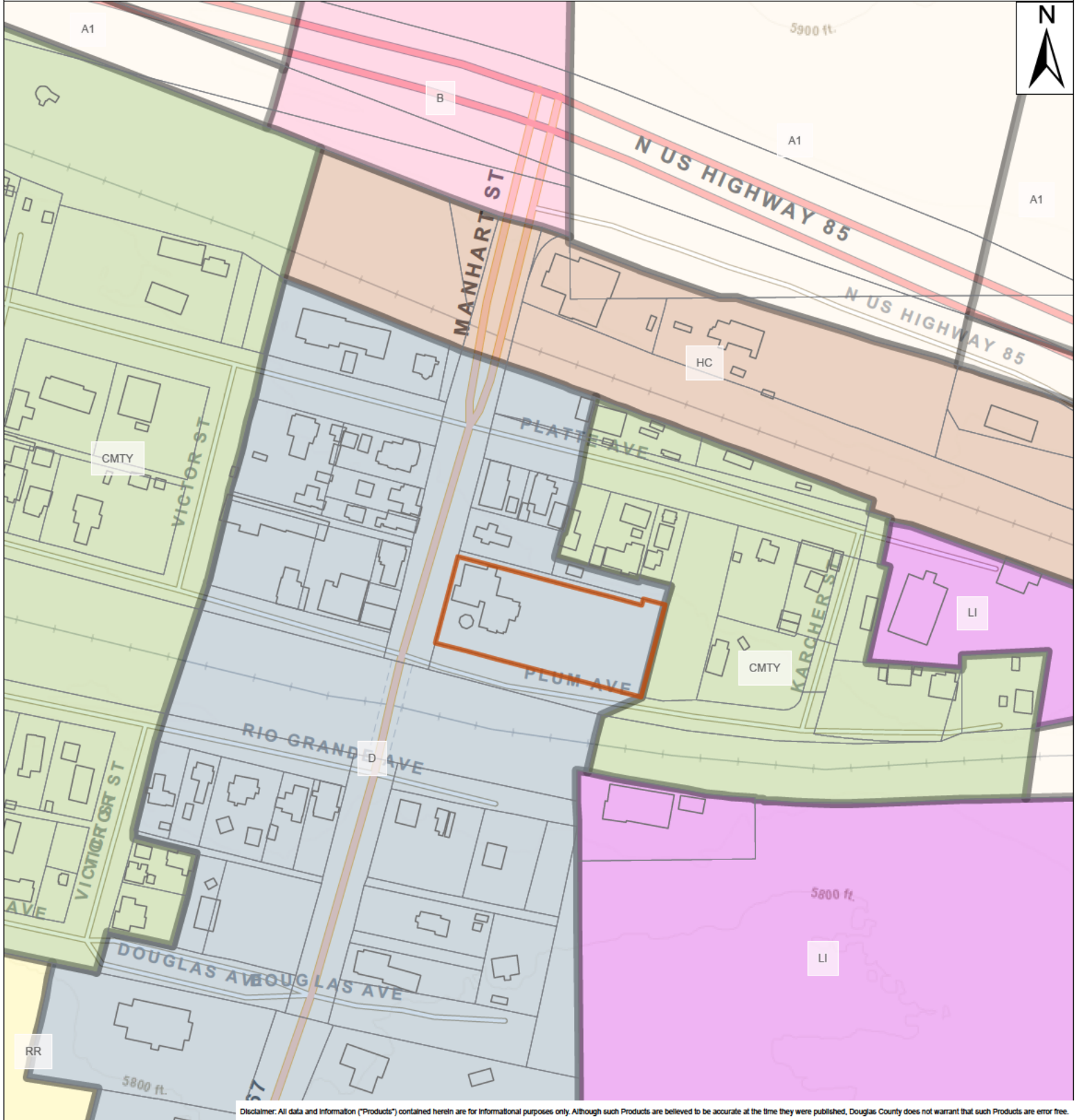


## New Liquor License Hearing Questions

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? 90
4. Have you owned or operated a similar establishment with a liquor license in the past? No
5. Is this a new or existing business (how long in existence?) New
6. How many full and part time employees do you have? 8
7. Why type of service do you provide? Cabaret shows, music, birthday parties, celebrations. Is there a menu which can be reviewed? This still being developed
8. What are the hours of operation for liquor sales? Varies per event or shows booked, typically between the hours of 5 pm & midnight, and Wednesdays through Sundays normal operation only as shows or events are happening.
9. Are all your employees trained on the liquor code? Yes, all will have to be, and only hire those who have undergone training will serve.
10. Please list what particular training or program you use? ServeSafe planned.
11. Are there any point of sale systems in place to check identification? Yes, there will be


12. What do you do if an employee violates the policy and serves a minor? The employee will no longer be working in the front of the house serving drinks. They will be on probation until they can provide proof of re-training on safe liquor service and internal house policies.
13. How are you going to monitor that your employees are asking for ID? Via security cameras. Are you going to have your own compliance check? We are still developing this and will have it in place before serving customers.
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? Yes, all employees will be required to acknowledge this requirement.
15. How is liquor secured during hours of operation and when closed? Its locked in the secure closet.
16. Is there an outside area or patio? yes If so, how will this area be secured to guarantee that no transfer of alcohol occurs to outside the serving area? There are fences and gates on the perimeter of the property.
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? Yes, we want to provide the community with a fun place to become part of their regular outings, somewhere people can bring their friends in a family friendly environment, a place to not only entertain but learn about magic.
18. Are you confident that you can comply with the liquor code? yes

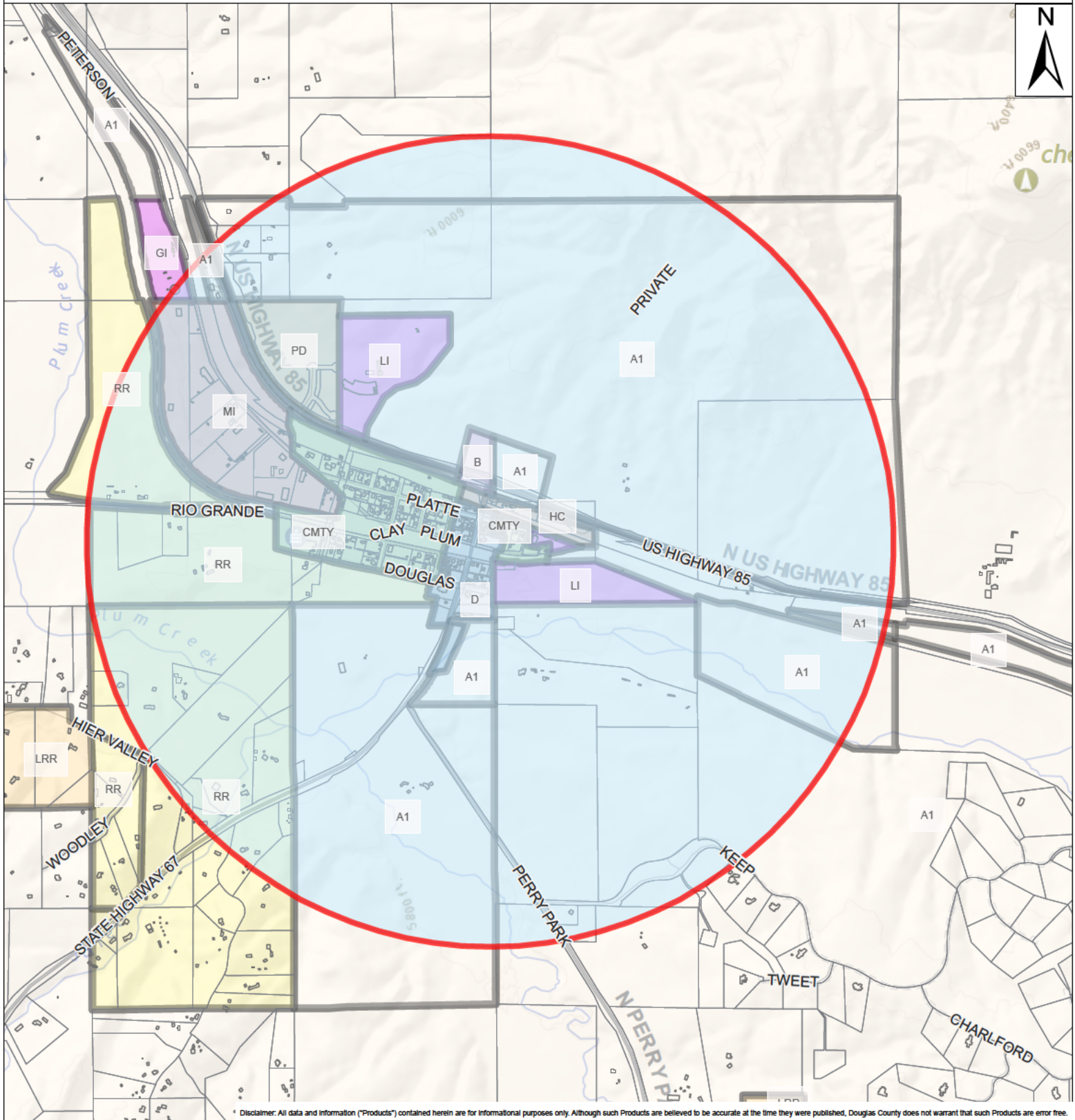
# LL2026-040 Project Site Map



Disclaimer: All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time they were published, Douglas County does not warrant that such Products are error free.












Date Saved: 6/23/2026 2:08 PM

- |  |   |
|--|---|
|  PARCELS                |  LI - LIGHT INDUSTRIAL           |
|  A1 - AGRICULTURAL ONE  |  CMTY - SEDALIA COMMUNITY        |
|  RR - RURAL RESIDENTIAL |  D - SEDALIA DOWNTOWN            |
|  B - BUSINESS           |  HC - SEDALIA HIGHWAY COMMERCIAL |



\* Disclaimer: All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time they were published, Douglas County does not warrant that such Products are error free.

Date Saved: 5/28/2026 2:04 PM

- |   |   |
|---|---|
|  A1 - AGRICULTURAL ONE         |  CMTY - SEDALIA COMMUNITY        |
|  LRR - LARGE RURAL RESIDENTIAL |  D - SEDALIA DOWNTOWN            |
|  RR - RURAL RESIDENTIAL        |  HC - SEDALIA HIGHWAY COMMERCIAL |
|  B - BUSINESS                  |  MI - SEDALIA MIXED INDUSTRIAL   |
|  LI - LIGHT INDUSTRIAL         |  PD - PLANNED DEVELOPMENT        |
|  GI - GENERAL INDUSTRIAL       |   |

The logo consists of a dark blue stylized 'OP' monogram. The 'O' is a square with a white negative space, and the 'P' is a solid dark blue shape with a white arrow pointing to the right.

**OEDIPUS  
PETITIONING**

*Dream Masterz  
Productions Inc. d/b/a  
The Magic Manor*

**5450 Manhart St.,  
Sedalia, CO 80135**

**Entertainment Liquor  
License**



**PETITION SURVEYS**  
**Liquor Licensing**  
**Marijuana Licensing**

June 22, 2026

Liquor Licensing Authority  
Douglas County, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires  
of the Defined Neighborhood in the Application of:

<p><b><i>Dream Masterz Productions Inc. d/b/a The Magic Manor</i></b></p> <p><b>5450 Manhart St., Sedalia, CO 80135</b></p> <p><b>Entertainment Liquor License</b></p>
--

**PETITION/OPINION POLL PROCEDURE**

1. Under the direction and control of Oedipus Petitioning LLC management, the Oedipus Petitioning LLC contractors were briefed on the application.
2. The contractors carried a clipboard with the following:
  - A. Maps and cover pages of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
  - B. Petition signature pages allowing individuals contacted to indicate their opinion; and
  - C. A statistics sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on June 1<sup>st</sup> and 18<sup>th</sup>, 2026, within the designated area prescribed by Douglas County (see maps). The circulation packets have cover maps, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals who were available in areas not posted as “No Soliciting, Private Property/No Trespassing” were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the statistics sheet.
5. One (1) petition packet (representing businesses and residences) was pre-filed electronically with this Report on June 22, 2026 to Scott Weeks, Senior Planner, to comply with the pre-filing deadline.

*\*Note: The designated area was primarily a rural area with many gated houses or houses posted as “No Trespassing” which were inaccessible to the petitioner.*

The Magic Manor  
LL20261046  
Page 55 of 67

**PETITION/OPINION POLL RESULTS**

1.	<u>Total Doorknocks:</u>		
	Not-at-Homes and/or Business Owners/Managers Not Available		39
	Not Qualified to Sign		7
	Neutral to Outcome		2
	Preferred to Not Participate		8
	Parties in Interest that Participated		19
	Deleted Signatures		5
	Inaccessible Homes		<u>22</u>
	<b>Total Base Figure</b>		<b>102</b>
2.	<u>Qualified Contacts:</u>		
A.	<u>Signatures</u>		
	Signatures Favoring Issuance		19
	Businesses	7	
	Residences	12	
	Signatures Opposing Issuance		0
	Businesses	0	
	Residences	0	
	<b>Total Contacts</b>		<b>19</b>
B.	<u>Breakdown of Reasons of Signatures in Opposition:</u>		
	Not Needed or Desired	0	
	Abhorrence of Alcohol	0	
	Religious Objections	0	
	Usage Objections	0	
	Miscellaneous Reasons	0	
	No Reason Given	<u>0</u>	
	<b>Total Signatures</b>	<b>0</b>	
C.	<u>Breakdown of Signatures Favoring and Opposing:</u>		
	Favoring Issuance (Based on Needs/Desires)	19	= 100.00%
	Opposing Issuance (Based on Needs/Desires)	0	= 0.00%
	Abhorrence of Alcohol	0	= 0.00%
	Religious Objections	0	= 0.00%

Usage Objections	0	=	0.00%
Other Miscellaneous Reasons	0	=	0.00%
No Reason Given	<u>0</u>	=	<u>0.00%</u>
<b>Total Base Figure</b>	<b>19</b>	=	<b>100.00%</b>

3. Needs and Desires Signatures:

Signatures Favoring Issuance (Based on Needs/Desires)	19	=	100.00%
Signatures Opposing Issuance (Based on Needs/Desires)	<u>0</u>	=	<u>0.00%</u>
<b>Total Base Figure</b>	<b>19</b>	=	<b>100.00%</b>

---

The petition packets are presented as follows: Cover maps, petitions, and affidavit.

#1 / Erin McCullough, Clark Bonner, & Kyle Cordo/ Businesses & Residences

## CATEGORIES OF SIGNATURES IN OPPOSITION

**NN NEEDS & DESIRES CRITERIA:**

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

**N/A NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:**

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

**RO RELIGIOUS OBJECTIONS:**

Individuals opposed to the license application based on religious beliefs/reasons.

**OBJ USAGE OBJECTIONS:**

Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

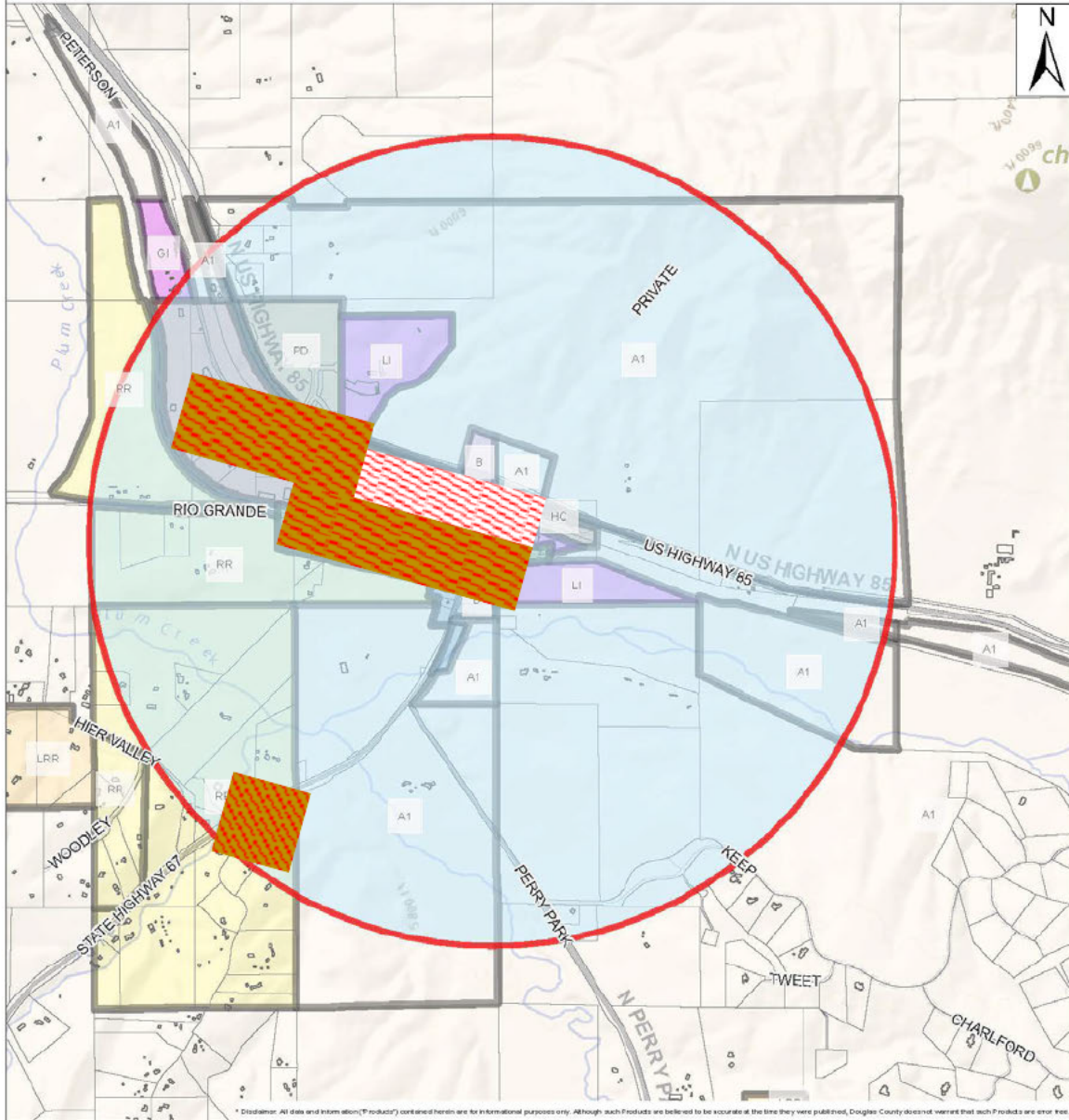
**MS MISCELLANEOUS OBJECTIONS:**

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the “needs and desires” criteria to existing licensed outlets other than the type of license applied for.

**NR NO REASON GIVEN:**












Individuals who preferred to not state a reason for opposing.


# LL2026-040 Dream Masterz Productions DOUGLAS COUNTY COLORADO



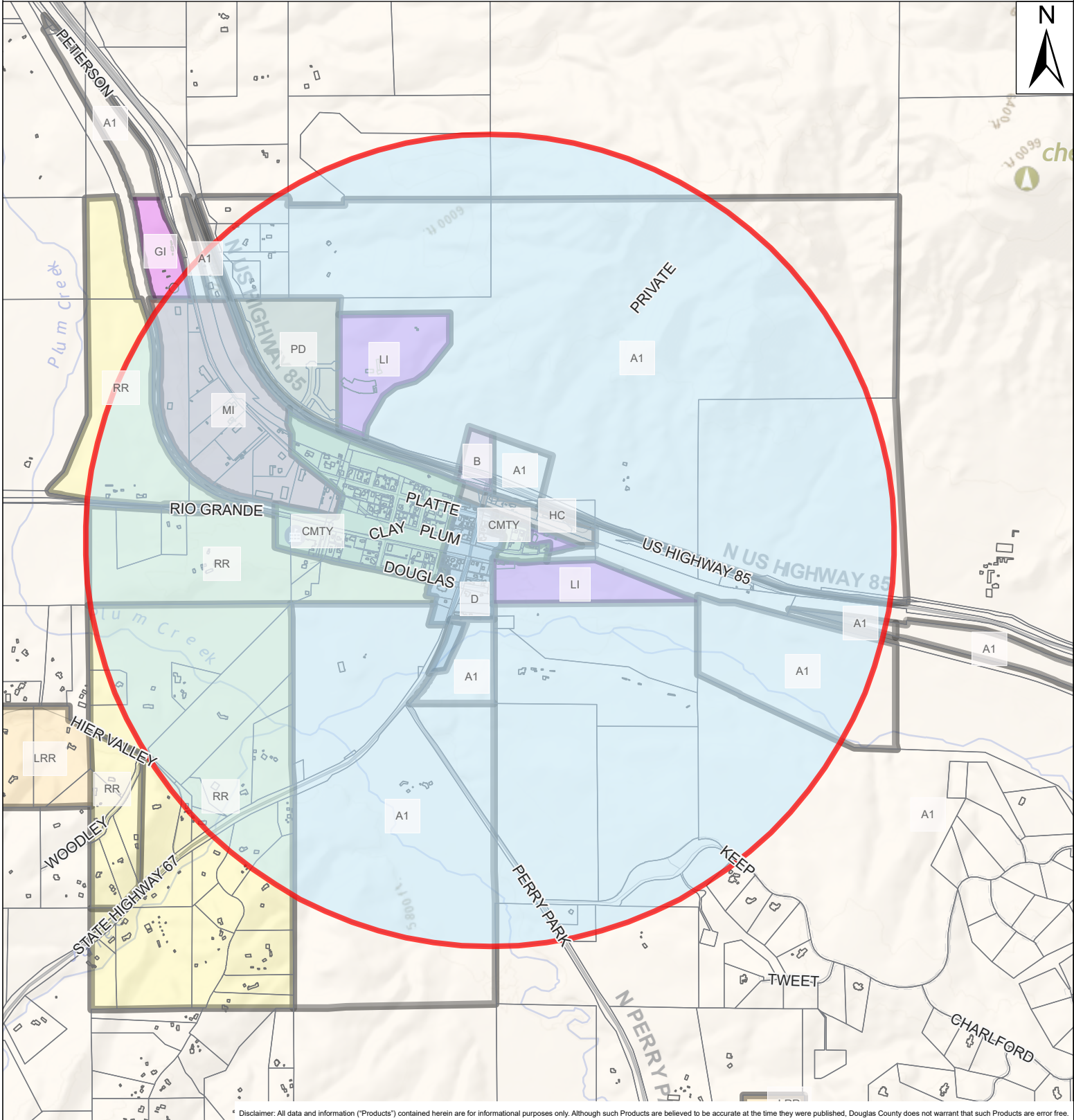
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\* Disclaimer: All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time they were published, Douglas County does not warrant that such Products are error free.

- |   |   |
|---|---|
|  A1 - AGRICULTURAL ONE         |  CMTY - SEDALIA COMMUNITY        |
|  LRR - LARGE RURAL RESIDENTIAL |  D - SEDALIA DOWNTOWN            |
|  RR - RURAL RESIDENTIAL        |  HC - SEDALIA HIGHWAY COMMERCIAL |
|  B - BUSINESS                  |  MI - SEDALIA MIXED INDUSTRIAL   |
|  LI - LIGHT INDUSTRIAL         |  PD - PLANNED DEVELOPMENT        |
|  GI - GENERAL INDUSTRIAL       |   |












 - **BUSINESSES**

 - **RESIDENCES**



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Date Saved: 5/28/2026 2:04 PM

- |   |   |
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|  LI - LIGHT INDUSTRIAL         |  PD - PLANNED DEVELOPMENT        |
|  GI - GENERAL INDUSTRIAL       |   |

## PETITION TO THE LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY, COLORADO

**APPLICANT/TRADE NAME:** Dream Masterz Productions Inc d/b/a The Magic Manor  
**SITE LOCATION:** 5450 Manhart St, Sedalia, CO 80135  
**APPLICATION FOR:** Entertainment Liquor License  
**PUBLIC HEARING:** Tuesday, July 7, 2026 at 1:30 p.m. Details on attending the hearing can be requested from the Public Assistance Planner listed below.  
**DEFINED NEIGHBORHOOD:** Area Radius Defined by The Liquor Licensing Authority of Douglas County (SEE MAP)

**INSTRUCTIONS/QUALIFICATIONS:** (1) Must be 21 years of age or older and a resident of the defined neighborhood (SEE MAP); (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

**PETITION ISSUE:** [\*] If you **favor and support** this application for an ENTERTAINMENT LIQUOR LICENSE because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this ENTERTAINMENT LIQUOR LICENSE be **issued**, please sign and check the **favor** [\*] column to **grant** the requested license, and please write in your reason why you favor this license application.  
 [\*\*] If you **oppose and do not support** this application for an ENTERTAINMENT LIQUOR LICENSE, please sign and check the **oppose** [\*\*] column, and please write in your reason why you oppose this license application.

*This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: liquorlicense@douglasco.gov 303.660.7460.*

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.	<i>[Signature]</i>	<i>[Signature]</i>	4050 PLATE	64	6-1-26	<input checked="" type="checkbox"/>		
2.	<i>[Signature]</i>	<i>[Signature]</i>	5600 Manhart	47	6/11/26	<input checked="" type="checkbox"/>		
3.	<i>[Signature]</i>	CADENCE JAEHLING	5030 N HWY 67	33	6/18/26		<input checked="" type="checkbox"/>	too many selling liquor
4.	<i>[Signature]</i>	LARRY ALEXANDER	5208 PLYM AVE	79	6/18/26	<input checked="" type="checkbox"/>		
5.	<i>[Signature]</i>	Kyle Huskey	339 N County Highway 67	25	6/18/26	<input checked="" type="checkbox"/>		
6.	<i>[Signature]</i>	Morton Thompson	6946 Parkside	20	6/18/26	<input checked="" type="checkbox"/>		
7.	<i>[Signature]</i>	MINDY MCKINNEY	5421 CLAY ST.	67	6-18-26	<input checked="" type="checkbox"/>		
8.	<i>[Signature]</i>	JOHN MCKINNEY	5421 CLAY ST	70	1/27/56	<input checked="" type="checkbox"/>		
9.								
10.								
11.								
12.								
13.								
14.								
15.								

## PETITION TO THE LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY, COLORADO

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**PETITION ISSUE:** [\*] If you *favor and support* this application for an ENTERTAINMENT LIQUOR LICENSE because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this ENTERTAINMENT LIQUOR LICENSE be *issued*, please sign and check the *favor* [\*] column to *grant* the requested license, and please write in your reason why you favor this license application.

[\*\*] If you *oppose and do not support* this application for an ENTERTAINMENT LIQUOR LICENSE, please sign and check the *oppose* [\*\*] column, and please write in your reason why you oppose this license application.

*This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4. The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact [liquorlicense@douglasco.gov](mailto:liquorlicense@douglasco.gov) 303 660 7460*

	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Laritza Bernal	Owner	Encanto, LLC	5457 Manhart Ave Sedalia, CO 80135	25	06/01	X		
2.		CLAY Hounshell	worker	Sedalia Country Store	5466 manhart	57	06/01/26	X		
3.		Mackenzie Thompson	Manager	Sedalia Brewery	4110 Rio grande	29	6/1	X		
4.		Ed Worthley	owner	The Whistlestop	4064 DOUGLASS AVE	64	6/1	X		
5.		Donna Ingman	owner	O'Brien Cafe	5585 US Hwy 85 80135	61	6/18/26	X		
6.		ROXANN MARTINEZ	BMANS BBOE → Owner		5500 N. Plum Ave	54	6/18/26	X		
7.										
8.										
9.										
10.										

DREAM MASTERZ PRODUCTION INC d/b/a )  
THE MAGIC MANOR )  
5450 MANHART ST, )  
SEDALIA, CO 80135 )  
ENTERTAINMENT LIQUOR LICENSE )

AFFIDAVIT

I, ERIN McCullough, an agent of Oedipus Petitioning, LLC, circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant's name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application pursuant to C.R.S. 44-3 or C.R.S. 44-4, the Colorado Liquor and Beer Codes.

FURTHER THE AFFIANT SAYETH NOT.

SIGNATURE

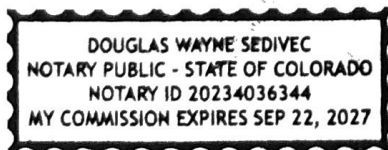
Erin McCullough

PRINTED NAME

ERIN MCCULLOUGH

STATE OF COLORADO ) ss.  
COUNTY OF DOUGLAS

Subscribed and sworn to before me this 5 day of JUNE, 2026.



[Signature]  
NOTARY PUBLIC

© Oedipus Petitioning, LLC

DREAM MASTERZ PRODUCTION INC d/b/a )  
THE MAGIC MANOR )

5450 MANHART ST, )  
SEDALIA, CO 80135 )  
ENTERTAINMENT LIQUOR LICENSE )

AFFIDAVIT

I, Clark Bonner, an agent of Oedipus Petitioning, LLC, circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant's name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

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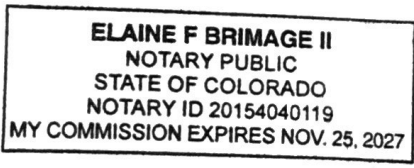
FURTHER THE AFFIANT SAYETH NOT.

SIGNATURE Clark Bonner

PRINTED NAME Clark Bonner

STATE OF COLORADO ) ss.  
COUNTY OF Douglas )

Subscribed and sworn to before me this 18 day of JUNE, 2026.



Elaine F Brimage II  
NOTARY PUBLIC  
ELAINE F BRIMAGE II

© Oedipus Petitioning, LLC

## PETITION TO THE LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY, COLORADO

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Melissa Benson	4178 Rio Grande Ave	58	6-18-26	X		
2.		Holly Smith	5112 CURTIS ST.	29	6-18-26	X		
3.		Jason Kinsey	5148 Plum Ave.	41	6-18-26	X		
4.		Ronda Dudeck	5016 N. Huxley	50	6-18-26	X		
5.		Terry Thompson	5264 PLATTE AVE	73	6-18-26	X		
6.		Brian Dudeck	5016 N. Huxley	50	6-18-26	X		
7.		Amber Jachetta	5600 Hunt St	39	6-18-26	X		
8.								
9.								
10.								
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12.								
13.								
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## PETITION TO THE LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY, COLORADO

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#	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Ronda Dudeek	owner	Auto Alley	4118 Platte Ave	50	6/18/20	X		
2.		Brian Dudeek	owner	Auto Alley	4118 Platte Ave	51	6/18/20	X		
3.		BRIAN MARTINEZ	OWNER	BRIAN'S BBQ	5500 N. PLUM	52	3/15/24	X		
4.										
5.										
6.										
7.										
8.										
9.										
10.										

DREAM MASTERZ PRODUCTION INC d/b/a )  
THE MAGIC MANOR )  
5450 MANHART ST, )  
SEDALIA, CO 80135 )  
ENTERTAINMENT LIQUOR LICENSE )

AFFIDAVIT

I, Kyle Cordo, an agent of Oedipus Petitioning, LLC, circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant's name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

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FURTHER THE AFFIANT SAYETH NOT.

SIGNATURE



PRINTED NAME


Kyle F Cordo

STATE OF COLORADO ) ss.

COUNTY OF Douglas )

Subscribed and sworn to before me this 18 day of JUNE, 2026.

**ELAINE F BRIMAGE II**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154040119  
MY COMMISSION EXPIRES NOV. 25, 2027

  
NOTARY PUBLIC  
ELAINE F BRIMAGE II

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